

A G E N D A

OCONEE COUNTY COUNCIL MEETING

TUESDAY, DECEMBER 19, 1995

3:00 PM

1. Call to Order
2. Invocation
3. Approval of Minutes of Regular Meeting Held December 5, 1995
4. Approval of Minutes of Special Meeting Held December 12, 1995
5. First Reading of Ordinance 95-11, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BY OCONEE COUNTY, SOUTH CAROLINA WITH BORG-WARNER AUTOMOTIVE POWERTRAIN SYSTEMS CORPORATION PROJECT; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE EXECUTION OF THE AFORESAID LEASE AND THE COUNTY SECURING THE LEASE AND PRESCRIBING MATTERS RELATED THERETO" - Mr. Wesley Crum, Bond Counsel
6. First Reading of Ordinance 95-12, "AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF OCONEE COUNTY, SOUTH CAROLINA, SPECIAL SOURCE REVENUE BOND; PRESCRIBING THE FORM OF BONDS; LIMITING THE PAYMENT OF THE BONDS SOLELY FROM CERTAIN REVENUES DERIVED FROM THE PAYMENT OF FEES IN LIEU OF TAX FROM THE PROPERTIES LOCATED IN THE OCONEE COUNTY AND COUNTY JOINT COUNTY INDUSTRIAL/BUSINESS PARK AND PLEDGING CERTAIN REVENUES TO SUCH PAYMENT; CREATING CERTAIN FUNDS AND PROVIDING FOR PAYMENTS INTO SUCH FUNDS; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING" - Mr. Wesley Crum, Bond Counsel
7. First Reading of Ordinance 95-13, "FIRST SUPPLEMENTAL ORDINANCE 95-13 TO MASTER ORDINANCE 95-12" - Mr. Wesley Crum, Bond Counsel
8. Discussion Regarding Relationship Between School Board & County Council - Mr. Fred Hamilton, School Board Member

AGENDA

December 19, 1995

Page 2

9. Consideration of Renewal of Contract With Corps of Engineers For Shore Patrol - Sheriff James Singleton
10. Third & Final Reading of Ordinance 95-7, "AN ORDINANCE TO PROVIDE FOR WASTEWATER DISPOSAL, DISCHARGE LIMITS AND PROHIBITIONS, PRETREATMENT REQUIREMENTS, REVENUE, PERMITS AND REPORTING SAMPLING, MONITORING AND ENFORCEMENT SEWER USE AND PRETREATMENT REGULATION" - Mr. Robert Winchester, Sewer Commission Director
11. Consideration of Request To Add Accrued Interest To The Principle On the State Revolving Fund Loan - Mr. Robert Winchester, Sewer Commission Director
12. Discussion Regarding Maintenance of Brewer Roadway (WA 299) - Mrs. Gwen Pafford
13. Consideration of Bids for Sale of Scrap Metal at Motor Pool - Mr. Lee Davis, Motor Pool Foreman & Ms. Marianne Dillard, Purchasing Agent
14. Consideration of No Award to Rebuild Engine, Etc. on Fiat-Allis - Mr. Lee Davis, Motor Pool Foreman & Ms. Marianne Dillard, Purchasing Agent
15. Consideration of Bids for Wheel Loader at Rock Crusher - Mr. Tommy Crumpton, Rock Crusher Director & Ms. Marianne Dillard, Purchasing Agent
16. Consideration of Bids for Fire Fighting Equipment - Mr. Dewitt Mize, Rural Fire Marshal & Ms. Marianne Dillard, Purchasing Agent
17. Old Business
18. New Business
19. Adjourn

\*\*\*2:00 pm\*\*\* Council Viewing of "South Carolina Counties: Government that Works!"

\*\*\*2:45 pm\*\*\* Administrative Briefing

**MEMBERS, OCONEE COUNTY COUNCIL**

Ms. M. Fran Burrell, District I    Mr. Harrison E. Orr, District II  
Mr. Harry R. Hamilton, District III    Mr. Roy B. Strickland, District IV  
Mr. Alton K. Williams, District V

**MINUTES, OCONEE COUNTY COUNCIL MEETING**

The regular meeting of the Oconee County Council was held Tuesday, December 19, 1995 at 3:00 pm in Council Chambers with all Council Members and the County Attorney present.

Members of the press notified (by mail):  
Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WBFM Radio, WCCP Radio, WYFF TV, WLOS TV & SC Black Media Group.

**Press**

Members of the press present: Ashton Hester - Keowee Courier, Jennifer Barnett - Anderson Independent, Dick Mangrum - WGOG Radio & Greg Oliver - Journal/Tribune.

The meeting was called to order by Supervisor -Chairman Crain who welcomed the guests and media.

**Call to Order**

The invocation was given by Mr. Hamilton.

**Invocation**

Mr. Williams made a motion, seconded by Mr. Orr, approved 5 - 0 that the minutes of the regular meeting held December 5, 1995 be adopted as printed.

**Minutes (12/5/95)**

Mr. Strickland made a motion, seconded by Orr, approved 5 - 0 that the minutes of the special meeting held December 12, 1995 be adopted as printed.

**Minutes (12/12/95)**

Mr. Strickland made a motion, seconded by Hamilton, approved 5 - 0 that Ordinance 95-11, "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BY OCONEE COUNTY, SOUTH CAROLINA WITH BORG-WARNER AUTOMOTIVE POWERTRAIN SYSTEMS CORPORATION PROJECT; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE EXECUTION OF THE AFORESAID LEASE AND THE COUNTY SECURING THE LEASE AND PRESCRIBING MATTERS RELATED THERETO" be adopted on first reading in title only.

**Ord. 95-11**

Ms. Burrell made a motion, seconded by Mr. Orr, approved 5 - 0 that Ordinance 95-12, "A MASTER ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF OCONEE COUNTY, SOUTH CAROLINA, SPECIAL SOURCE REVENUE BOND; PRESCRIBING THE FORM OF BONDS; LIMITING THE PAYMENT OF THE BONDS SOLELY FROM CERTAIN REVENUES DERIVED FROM THE PAYMENT OF FEES IN LIEU OF TAX FROM THE PROPERTIES LOCATED IN THE OCONEE COUNTY AND COUNTY JOINT COUNTY INDUSTRIAL/BUSINESS PARK AND PLEDGING CERTAIN REVENUES TO SUCH PAYMENT; CREATING CERTAIN FUNDS AND PROVIDING FOR PAYMENTS INTO SUCH FUNDS; AND MAKING OTHER COVENANTS AND

**Ord. 95-12**

AGREEMENTS IN CONNECTION WITH THE FOREGOING" be adopted on first reading in title only.

Mr. Hamilton made a motion, seconded by Mr. Strickland, approved 5 - 0 that Resolution 95-13, "A FIRST SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING \$ \_\_\_\_\_ OCONEE COUNTY, SOUTH CAROLINA, SPECIAL SOURCE REVENUE BOND (BORG-WARNER AUTOMOTIVE POWERTRAIN SYSTEMS CORPORATION PROJECT) SERIES 1995; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT IN CONNECTION THEREWITH; AND OTHER MATTERS RELATING THERETO" be adopted on first reading in title only.

Ord. 95-13

The public hearing for these ordinances will be held January 16, 1995 at 3:00 pm.

Mr. Fred Hamilton, Chairman, Oconee County School Board, addressed Council regarding "questions and insinuations" raised during budget deliberations as well as the relationship of the Oconee County School Board & Oconee County Council. Mr. Hamilton informed Council that Mr. Robert Corley was hired to assist with budget preparation, etc., he did not receive any fringe benefits, but the School District did pay his expenses. Mr. Hamilton also informed Council that administrative salaries are public information, the cost per pupil is more than Pickens & Greenville Counties, but Oconee spends less on administration than Pickens County does.

Relations  
Between  
School Bd.  
& County  
Council

Mr. Hamilton further stated the average salary for a teacher in Oconee County is \$31,405 and the highest paid teacher in the county is around \$44,445 per year.

After further discussion, Mr. Hamilton stated salaries, state funds and county funds percentages had declined and felt the county could do better.

Mr. Crain stated, for the record, he had raised non of the "questions and insinuations" discussed by Mr. Hamilton during budget deliberations and observed that in 1970 there were approximately 10,000 students in Oconee County Schools and in 1995 there were still approximately 10,000 students in Oconee County Schools. Mr. Crain further stated the increase in the County Budget was due in part to the county's unprecedented population increase and the Solid Waste Management Act.

To Mr. Strickland's inquiry, Mr. Hamilton stated the \$6,000,000 the School District received when Bad Creek came on the tax books was broken down as follows:

\$2,000,000	Fund Balance
\$2,000,000	School Building Maintenance
\$2,000,000	Teacher Salaries

Mr. Hamilton made a motion, seconded by Mr. Orr, approved 5 - 0 that Resolution 95-43, "A RESOLUTION TO RECOGNIZE AND HONOR COACH THOMAS S. BASS" and Resolution 95-44, "A RESOLUTION TO RECOGNIZE AND HONOR THE 1995 SENECA HIGH SCHOOL BOBCAT FOOTBALL TEAM" be adopted on first and final reading. These resolutions were presented to Coach Bass and the team.

Res. 95-43

Upon recommendation of Sheriff Singleton, Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 5 - 0 that the attached contract between Oconee County & Corps of Engineers for lakeshore patrol be adopted.

Sheriff

Mr. Strickland made a motion, seconded by Mr. Hamilton that Ordinance 95-7, "AN ORDINANCE TO PROVIDE FOR WASTEWATER DISPOSAL, DISCHARGE LIMITS AND PROHIBITIONS, PRETREATMENT REQUIREMENTS, REVENUE, PERMITS AND REPORTING, SAMPLING, MONITORING AND ENFORCEMENT SEWER USE AND PRETREATMENT REGULATION" be adopted on third and final reading.

Ord. 95-7

Please see attached advertisements and minutes of Public Hearing Regarding Same.

Mr. Williams made a motion, seconded by Mr. Orr, approved 5 - 0 that the ordinance be amended to include the following changes:

Page 2                      Changed From:

Billable Chemical Oxygen Demand shall mean the discharge in pounds of COD calculated using the billable flow and concentration of COD in the wastewater in excess of three times the BOD or as otherwise might be changed and shown on Exhibit "B".

To:

Billable Chemical Oxygen Demand shall mean the discharge in pounds of COD calculated using the billable flow and concentration of COD in the wastewater in excess of three times the billable BOD or as otherwise might be changed and shown on Exhibit "B".

Page 2                      Changed From:

Billable Total Kjeldahl Nitrogen shall mean the discharge in pounds of TKN calculated using the billable flow and concentration of TKN in the wastewater in excess of 40 mg/l or as otherwise might be changed and shown on Exhibit "B".

To:

Billable Total Kjeldahl Nitrogen shall mean the discharge in pounds of TKN calculated using the billable flow and concentration of TKN in the wastewater in excess of 30mg/l or as otherwise might be changed and shown on Exhibit "B".

Page 6                      Changed From:

Total Ammonia Nitrogen shall mean the sum of inorganic nitrogen content of a wastewater as prescribed in 40 CFR, Part 136, or equivalent methods approved by EPA.

To:

Total Ammonia Nitrogen shall mean the total nitrogen and hydrogen  $NH_3$  of a wastewater as prescribed by the latest edition of standard methods.

Section 2.8                      Changed From:

Section 2.8 - Compliance with Other Regulations

The size, slope, alignment, materials of construction, excavating methods, pipe placement, jointing, testing and backfilling shall all conform to the building code, plumbing code and all other regulations of the County. In cases of conflict and in absence of other provisions, materials and procedures set forth in ASCE-WPCF Manual of Practice No. 9 shall govern. All joints of the building sewer shall be tight and waterproof. The building sewer shall pass a low pressure air test as specified in ASTM C828. The General Superintendent reserves the right to determine which testing procedure shall be used for a given installation.

To:

Section 2.8 - Compliance with Other Regulations

The size, slope, alignment, materials of construction, excavating methods, pipe placement, jointing, testing and backfilling shall all conform to the building code, plumbing code and all other regulations of the County. In the absence of other provisions, the materials and procedures set forth in ASCE-Manuals and Reports on Engineering Practice-No. 60 and WPCF-Manual of Practice No. FD-5 shall govern. All joints of the building sewer shall be tight and waterproof. The building sewer shall pass a low pressure air test as specified in ASTM C828. The General Superintendent reserves the right to determine which

testing procedure shall be used for a given installation.

Section 4.2 Changed From:

Section 4.2 - Conditionally Prohibited Discharges

- B. Wastewater containing more than 200 mg/l of oil or grease of animal or vegetable origin.

(Total recoverable grease and oils shall be measured in accordance with the approved methods specified in Table 1B. - List of Approved Inorganic Test Procedures, under Part 136 - Guidelines Establishing Test Procedures for the analysis of Pollutants in the latest edition of 40 CFR. The oils of petroleum or mineral origin shall be measured in accordance with procedures outlined in 503E. - Hydrocarbons of the latest edition of Standard Methods for the Examination of Water and Wastewater. The difference between the hydrocarbon analysis and the total recoverable grease and oil analysis will be considered grease or oil of animal or vegetable origin.)

To:

Section 4.2 - Conditionally Prohibited Discharges

- B. Wastewater containing more than 200 mg/l of oil or grease of animal or vegetable origin.

(Total recoverable grease and oils shall be measured in accordance with the approved methods specified in Table 1B. - List of Approved Inorganic Test Procedures, under Part 136 - Guidelines Establishing Test Procedures for the analysis of Pollutants in the latest edition of 40 CFR. The oils of petroleum or mineral origin shall be measured in accordance with procedures outlined in 5520F, as prescribed in the latest edition of Standard Methods for the Examination of Water and Wastewater. The difference between the hydrocarbon analysis and the total recoverable grease and oil analysis will be considered grease and oil analysis will be considered grease or oil of animal or vegetable origin.)

5 - 0.

The motion, as amended, was then adopted

The request to add the accrued interest to the principle on the State Revolving Fund Loan was withdrawn by Mr. Robert Winchester, Sewer Commission Director & Mr. Howard Adams, Sewer Commission Chairman.

**Sewer  
Request**

Ms. Gwen Pafford addressed Council regarding Council's decision of December 12, 1995 to not include a culvert on the federal contract for Brewer Roadway (WA 229). After discussion, Mr. Orr made a motion, seconded by Mr. Strickland that the Council's previous action be rescinded, the bid process be waived and Tipton & Young install pipes on Brewer Roadway (WA 229), Austin Edwards Roadway (WA 22) and Conley Roadway (PU47) as per Section B, Subsection 2. "When it is to the advantage of Oconee County to acquire goods and/or services on the basis or previously awarded bids or contracts" of Ordinance 85-2, "Oconee County Manual of Centralized Purchasing" with the county furnishing the pipe and rip-rap. See attached breakdown for cost of pipe, installation and rip-rap. The funds for this work will come from line item 10 022 00150 22881.

Roads

Mr. Strickland made a motion, seconded by Mr. Orr, approved 5 - 0 that the motion be amended to include repair of the asphalt where the pipes are installed.

Ms. Dillard, Purchasing Agent, concurred with this award, however she also stated she felt this should be the cut off for awarding such bids and such work should be placed out for bids after the first of January, 1996.

The motion as amended was then adopted 3 - 2 (Mr. Hamilton & Mr. Williams voting against).

Upon recommendation of Mr. Lee Davis, Motor Pool Foreman, & Ms. Dillard, Mr. Hamilton made a motion, seconded by Mr. Williams, approved 5 - 0 that the bid for sale of scrap metal be awarded to Glenn Lyles who was high bid at \$166.66. (See attached bid sheet)

Scrap  
Metal

Upon recommendation of Mr. Tommy Crumpton, Rock Crusher Director, & Ms. Dillard, Mr. Williams made a motion, seconded by Mr. Hamilton, approved 3 - 2 (Mr. Orr & Ms. Burrell voting against) that the bid for a wheel loader be awarded to Interstate Equipment Co. at a total cost of \$188,563.

Wheel  
Loader

Interstate was not low bid, however, this was the recommendation of the Rock Crusher Director, the Purchasing Agent and employees of the Crusher. (See attached bid sheet)

Mr. Crain, Supervisor-Chairman, asked that it be made a part of the record that one vendor asked to address Council regarding this matter. Mr. Crain stated that the vendor could answer Council Members questions, however, if any vendor was going to address Council all vendors should have been notified to have the same opportunity.



Upon recommendation of Mr. Davis & Ms. Dillard, Mr. Williams made a motion, seconded by Mr. Strickland, approved 5 - 0 that no award be made for rebuilding the engine, transmission, torque, converter, and linkage in the Fiat Allis front end loader at the Rock Crusher.

No Award  
Engine,  
Etc.

Upon recommendation of Mr. Dewitt Mize, Rural Fire Marshal, Mr. Strickland made a motion, seconded by Ms. Burrell, approved 5 - 0 that the bid for fire equipment be made as delineated on the attached bid sheet:

Rural Fire  
Equipment

Charlotte Equipment Sales	\$	849.35
Zimmerman-Evans, Inc.	\$	653.13
Carolina Firemasters, Inc.	\$	2,470.13
Vista Sales & Service, Inc.	\$	1,039.50
Anderson Fire & Safety Equipment Co.	\$	672.00
Carolina Safety Assoc.	\$	4,081.35
Firemart	\$	705.60
Stevens Fire Equipment	\$	5,250.95
Jack L. Slagles Fire Co.	\$	4,923.30
TOTAL:		\$20,645.31

Ms. Burrell made a motion, seconded by Mr. Orr, approved 5 - 0 that Mr. Charles Chalmers be re-appointed to represent District I on the Rural Fire Commission.

Rural Fire

Ms. Burrell made a motion, seconded by Mr. Orr, approved 5 - 0 that Mr. Robert G. Manka's resignation from the PRT Commission be accepted and Mr. John Barnes be appointed to represent District I on the PRT Commission.

PRT

Mr. Roy Strickland made a motion, seconded by Mr. Orr, approved 5 - 0 that Mrs. Betty Watkins be appointed to represent District IV on the Library Board.

Library

Mr. Orr made a motion, seconded by Mr. Strickland, approved 5 - 0 that the request of the Chief Magistrate to a Personnel Committee Meeting be denied, that a secretary for the Seneca Office be hired from the seventy-seven (77) applicants who applied when the position was advertised in November and the position not be re-advertised.

Magistrate

Minutes, Oconee County Council Meeting  
December 19, 1995  
Page 8

Council unanimously approved the verbiage of  
of Resolution 95-41 which was adopted by Council at the December  
5, 1995 meeting.

**Res. 95-41**

Mr. Strickland made a motion, seconded by  
Ms. Burrell that the Planning Commission be expanded to eight  
(8) members to include two (2) minorities and/or females.

**Planning  
Commission**

After discussion, Mr. Strickland made a  
motion, seconded by Mr. Orr, approved 5 - 0 that he be allowed  
to withdraw his motion.

Mr. Hamilton then made a motion that such  
an ordinance be adopted on first reading, however, the motion  
died for lack of a second.

Adjourn: 5:55 pm

**Adjourn**

*Norman D. Crain /og*  
\_\_\_\_\_  
Norman D. Crain  
Supervisor-Chairman  
Oconee County Council

**MEMBERS, OCONEE COUNTY COUNCIL**

Ms. M. Fran Burrell, District I    Mr. Harrison E. Orr, District II  
Mr. Harry R. Hamilton, District III    Mr. Roy B. Strickland, District IV  
Mr. Alton K. Williams, District V

**MINUTES, PUBLIC HEARING REGARDING ORDINANCE 95-7**

The Oconee County Council held a public hearing, Thursday, November 2, 1995 at 7:00 pm in the Oconee County Courtroom with Vice Chairman Orr, Ms. Burrell, Mr. Williams, Mr. Strickland & the County Attorney, Mr. Cain present for the purpose of receiving written and/or oral comments regarding the proposed Sewer Commission Ordinance as attached.

Representing the Sewer Commission was Mr. Howard Adams, Chairman, Mr. Robert Winchester, Director, and Commission Members Mr. Tommy Crumpton, Mr. Dewitt Martin, and Mr. Wallace McMahan.

The public hearing was advertised in the Journal Tribune October 14, 1995, The Keowee Courier October 18, 1995 and October 25, 1995 and the Westminster News October 18, 1995.

There were no members of the press present.

The public hearing was called to order by Vice-Chairman Orr who welcomed those present.

The invocation was given by Mr. Williams.

Mr. Winchester, Sewer Commission Director, along with Mr. Leo Hill, Attorney, who authored the ordinance addressed those present stating the ordinance was necessary to comply with federal regulations and although the Sewer Commission is already complying with most of what it in the ordinance DHEC requires that it be in written form.

There was no one present with oral comments regarding the ordinance.

The attached written comments were presented to Council by Mr. Grant Goodman of Texidyne, Inc.

Adjourn: 7:20 pm

(See attachments)

**Press**

**Call to Order**

**Invocation**

**Meeting**

**Comments**

# TEXIDYNE, INC.

803/639-6207

Box 1646, Highway 93  
Clemson, South Carolina 29633

November 2, 1995

Oconee County Sewer Commission  
623 Return Church Rd.  
Seneca, SC 29678

Dear Sir:

After reviewing the proposed sewer use ordinance (95-7) we have the following comments and questions:

1. **p.2, Billable concentrations for some parameters (BOD, TSS, and Total Phosphorus) are lower than currently permitted concentrations. Is this intentional? For TKN, the billable concentration is equal to the current permitted concentration.**
2. **p.2, "Billable Chemical Oxygen Demand"... Does the term "in excess of three times the BOD" mean three times 250 mg/l or three times the measured BOD?**
3. **p.6, "Total Ammonia Nitrogen." This definition is incorrect. Ammonia nitrogen is not the sum of inorganic nitrogen, which would include nitrates and nitrites in addition to ammonia.**
4. **p.14. The reference to Method 503E - Hydrocarbons is outdated. The current method number is 5520F (18th Ed., Standard Methods). There is no method 503E in the latest edition of Standard Methods.**

Sincerely,

TEXIDYNE, INC.



Grant A. Goodman

GAG/jm

# Oconee County Council

**Mary Frances Burrell**  
District One  
Post Office Box 53  
Tamassee, SC 29686

**Harrison E. Orr**  
District Two  
Post Office Box 1068  
Walhalla, SC 29691

**Harry R. Hamilton**  
District Three  
702 Quincy Road  
Seneca, SC 29678

**Public Service Building**  
208 Booker Drive  
Walhalla, SC 29691  
(803) 638-4244

**Norman D. Crain**  
Supervisor, Chairman  
208 Booker Drive  
Walhalla, SC 29691  
(803) 638-4242

**Roy B. Strickland**  
District Four  
203 Isundega Street  
Westminster, SC 29693

**Alton K. Williams**  
District Five  
901 Pine Grove Road  
Seneca, SC 29678

**Timothy M. Cain**  
County Attorney  
Post Office Box 698  
Seneca, SC 29679

October 11, 1995

PLEASE ADVERTISE AS A LEGAL AD IN THE OCTOBER 14, 1995 ISSUE OF  
YOUR NEWSPAPER.....

The Oconee County Council will hold a public hearing, Thursday, November 2, 1995 at 7:00 pm in the Courtroom, 211 West Main Street, Walhalla, SC for the purpose of receiving written and/or oral comments regarding the adoption of Ordinance 95-7, "An Ordinance To Provide For Wastewater Disposal, Discharge Limits And Prohibitions, Pretreatment Requirements, Revenue, Permits and Reporting, Sampling, Monitoring And Enforcement Sewer Use And Pretreatment Regulation"

A copy of this ordinance is available for review in the Oconee County Council Office, 208 Booker Drive, Walhalla, SC between the hours of 8:30 am - 5:00 pm Monday through Friday.

c: Journal/Tribune  
Keowee Courier  
Westminster News

**PUBLIC HEARING**

The Oconee County Council will hold a public hearing, Thursday, November 7, 1995 at 7:00 p.m. in the Courthouse, 211 West Main Street, Walhalla, SC for the purpose of receiving written and/or oral comments regarding the adoption of Ordinance 95-7, "An Ordinance To Provide For Wastewater Disposal, Discharge Limits And Prohibitions, Pretreatment Requirements, Revenue, Permits And Reporting, Sampling, Monitoring And Enforcement Sewer Use and Pretreatment Regulation."

A copy of this ordinance is available for review in the Oconee County Council Office, 108 Booker Drive, Walhalla, SC between the hours of 8:30 a.m. - 5:00 p.m. Monday through Friday.

(10-14c)

**Journal/Tribune - Saturday, October 14, 1995**

**Public Hearing**

The Oconee County Council will hold a public hearing, Thursday, November 7, 1995 at 7 p.m. in the Courthouse, 211 West Main Street, Walhalla, SC for the purpose of receiving written and/or oral comments regarding the adoption of Ordinance 95-7, "An Ordinance To Provide For Wastewater Disposal, Discharge Limits And Prohibitions, Pretreatment Requirements, Revenue, Permits and Reporting, Sampling, Monitoring and Enforcement Sewer Use and Pretreatment Regulation."

A copy of this ordinance is available for review in the Oconee County Council Office, 208 Booker Drive, Walhalla, SC between the hours of 8:30 a.m. - 5:00 p.m. Monday through Friday.

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A copy of this ordinance is available for review in the Oconee County Council Office, 208 Booker Drive, Walhalla, SC between the hours of 8:30 a.m. - 5:00 p.m. Monday through Friday.

(10-25c)

OCONEE COUNTY, SOUTH CAROLINA

ORDINANCE NO. \_\_

MASTER ORDINANCE

A MASTER ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF OCONEE COUNTY, SOUTH CAROLINA, SPECIAL SOURCE REVENUE BOND; PRESCRIBING THE FORM OF BONDS; LIMITING THE PAYMENT OF THE BONDS SOLELY FROM CERTAIN REVENUES DERIVED FROM THE PAYMENT OF FEES IN LIEU OF TAX FROM THE PROPERTIES LOCATED IN THE OCONEE COUNTY AND COUNTY JOINT COUNTY INDUSTRIAL/BUSINESS PARK AND PLEDGING CERTAIN REVENUES TO SUCH PAYMENT; CREATING CERTAIN FUNDS AND PROVIDING FOR PAYMENTS INTO SUCH FUNDS; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING.



## TABLE OF CONTENTS

(This Table of Contents for the Master Ordinance is for convenience of reference only and is not intended to define, limit or describe the scope or intent of any provision of the Master Ordinance.)

		<u>Page</u>
<b>ARTICLE I</b>	<b><u>DEFINITIONS</u></b>	
	Section 1.1 Definitions . . . . .	1
<b>ARTICLE II</b>	<b><u>FINDINGS AND DETERMINATIONS</u></b>	
	Section 2.1 Findings and Determinations . . . . .	5
<b>ARTICLE III</b>	<b><u>AUTHORIZATION AND ISSUANCE OF BONDS</u></b>	
	Section 3.1 Authorization of Bonds . . . . .	6
	Section 3.2 General Provisions for Issuance of Bonds . . . . .	6
	Section 3.3 Conditions for the Issuance of Bonds under the Master Ordinance other than Refunding Bonds . . . . .	7
	Section 3.4 Refunding Bonds . . . . .	8
	Section 3.5 Junior Bonds . . . . .	8
<b>ARTICLE IV</b>	<b><u>THE BONDS</u></b>	
	Section 4.1 Execution . . . . .	8
	Section 4.2 RESERVED . . . . .	8
	Section 4.3 Registration and Transfer of Bonds; Persons Persons Treated as Holders . . . . .	8
	Section 4.4 Form of Bonds; Denominations; Medium of Payment . . . . .	9
	Section 4.5 Numbers, Date, and Payment Provisions . . . . .	9
	Section 4.6 Exchange of Bonds . . . . .	9
	Section 4.7 Regulations with Respect to Exchanges and Transfer . . . . .	9
	Section 4.8 Temporary Bonds . . . . .	10
	Section 4.9 Mutilated, Lost, Stolen, or Destroyed Bonds . . . . .	10

ARTICLE V REDEMPTION OF BONDS

Section 5.1	Redemption of Bonds	11
Section 5.2	Selection of Bonds for Redemption	11
Section 5.3	Notice of Redemption	11
Section 5.4	Partial Redemption of Bond	12
Section 5.5	Effect of Redemption	12
Section 5.6	Cancellation	12

ARTICLE VI ESTABLISHMENT OF FUNDS; SECURITY FOR AND PAYMENT OF THE BONDS; INVESTMENT OF MONEYS

Section 6.1	Listing of Funds and Accounts	13
Section 6.2	Security for and Payment of the Bonds	13
Section 6.3	Provision for Segregation of Funds	14
Section 6.4	Revenue Fund	14
Section 6.5	Debt Service Fund	14
Section 6.6	Debt Service Reserve Fund	18
Section 6.7	Application of Remaining Revenue	20
Section 6.8	Establishment of Construction Fund	20
Section 6.9	Deposits Into Construction Fund	20
Section 6.10	Withdrawals from Construction Fund	20
Section 6.11	Investment of Funds	20

ARTICLE VII COVENANTS

Section 7.1	Fee Payments and Charges	21
Section 7.2	To Pay Principal, Premium and Interest on the Bonds	21
Section 7.3	Operation of Park	21
Section 7.4	Records, Accounts, Budgets and Audits	21
Section 7.5	Sale, Lease or Other Encumbrances	21

ARTICLE VIII TRUSTEE; CUSTODIAN

Section 8.1	Trustee	22
Section 8.2	RESERVED	22
Section 8.3	RESERVED	22
Section 8.4	Custodians	22
Section 8.5	Duties and Obligations of Custodians	22
Section 8.6	Custodians Protected in Relying Upon Resolutions, Etc.	22

ARTICLE IX AMENDMENTS OR SUPPLEMENTS TO  
THE MASTER ORDINANCE

Section 9.1 Amending or Supplementing of Master Ordinance . . . 23

ARTICLE X EVENTS OF DEFAULT

Section 10.1 Events of Default . . . . . 24

ARTICLE XI REMEDIES UPON EVENT OF DEFAULT

Section 11.1 Declaration of Principal and Interest as Due . . . . . 25

Section 11.2 Appointment of a Receiver . . . . . 26

Section 11.3 Suits at Law or in Equity and Mandamus . . . . . 26

Section 11.4 Remedies Not Exclusive; Effect of Waiver of  
Default; Effect of Abandonment of  
Proceedings or Adverse Determination . . . . . 27

Section 11.5 Restrictions on Bondholder's Action . . . . . 27

Section 11.6 Application of Revenues and Other Moneys  
after Default . . . . . 28

ARTICLE XII DEFEASANCE

Section 12.1 Defeasance . . . . . 30

ARTICLE XIII FORM OF BONDS

Section 13.1 Form of Bonds . . . . . 31

ARTICLE XIV MISCELLANEOUS

Section 14.1 Benefits of Master Ordinance Limited to the  
County, the Trustee and Holders of the Bonds . . . . . 36

Section 14.2 Master Ordinance Binding Upon Successors  
or Assigns of the County . . . . . 37

Section 14.3 No Liability . . . . . 37

Section 14.4 Effect of Saturdays, Sundays and Legal Holidays . . . . . 37

Section 14.5 Partial Invalidity . . . . . 37

Section 14.6 Law and Place of Enforcement of the  
Master Ordinance . . . . . 38

Section 14.7 Effect of Article and Section Headings  
and Table of Contents . . . . . 38

Section 14.8 Repeal of Inconsistent Ordinances and Resolutions . . . 38

Section 14.9 Effectiveness of this Master Ordinance . . . . . 38

Section 14.10 Notices . . . . . 38

Section 14.11 Codification . . . . . 39

BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY,  
SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall, for all purposes of this Master Ordinance and of any ordinance, resolution, certificate, opinion, instrument or other document herein or therein mentioned, have the meanings herein specified, with the definitions to be equally applicable to both the singular and plural forms of any of the terms herein defined and *vice versa*. The term:

"Act" shall mean Title 4, Chapter 1 and Chapter 29, Code of Laws of South Carolina, 1976 (being The Industrial Development Revenue Bond Act), and all other statutory authorizations, now or hereinafter enacted, authorizing and enabling the County to provide for the issuance of the Bonds.

"Annual Budget" shall mean the annual budget required by Section 7.4 hereof and adopted in conformance therewith.

"Authorized County Representative" shall mean the Supervisor/Chairman of the County Council, or the Clerk of the County Council.

"Bondholders" or the term "Holders" or any similar term shall mean the registered owner or owners of any Outstanding Bond or Bonds.

"Bond" or "Bonds" shall mean any Bond, some of the Bonds or all of the Bonds issued under and pursuant to Article III hereof.

"Bonds of 1995" shall mean the not to exceed \$\_\_\_\_\_ Oconee County, South Carolina, Special Source Revenue Bonds (Borg-Warner Automotive Powertrain Systems Corporation Project) Series 1995, dated as of \_\_\_\_\_, 199\_.

"Bond Year" shall mean the period from February 1 in any year to and including January 31 in the following year.

"Books of Registry" shall mean the registration books maintained by the County or the Trustee as bond registrar in accordance with Section 4.3 hereof.

"Company Project" shall mean the land, building and equipment subject to payment by a business or industrial enterprise of fees in lieu of taxes located

in the Park and more fully described in the Supplemental Ordinance, as defined herein.

**"Construction Fund"** shall mean the fund of that name created pursuant to Section 6.8 of this Ordinance.

**"Consulting Engineer"** shall mean the construction or engineering firm or corporation having a favorable reputation for skill and experience in the construction and operation of project facilities, employed by or on behalf of the County to perform and carry out the duties imposed by this Master Ordinance, and who or which is not a full-time employee of the County.

**"Cost of Acquisition and Construction"** shall mean, to the extent permitted by the Act, all costs of acquiring, constructing, replacing, extending, repairing, bettering, equipping, developing, embellishing or otherwise improving the infrastructure or the real property consisting of the Project, including the Costs of Issuance and capitalized interest on Bonds. Cost of Acquisition and Construction shall include the payment of amounts due on bond anticipation notes, the proceeds of which were used for Cost of Acquisition and Construction.

**"Cost of Issuance"** shall mean all items of expense, directly or indirectly payable or reimbursable by or to the County and related to the authorization, sale and issuance of a Series of Bonds including, but not limited to, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any Trustee or Custodian, legal fees and charges, auditing and accounting fees and charges, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, costs and expenses of refunding, premiums for insurance of the payment of Bonds, financing charges, accrued interest with respect to the initial investment of proceeds of Bonds and any other costs, charges or fees in connection with the original issuance of Bonds.

**"Council"** shall mean the County Council of Oconee County, South Carolina.

**"County"** shall mean Oconee County, South Carolina.

**"Custodian"** shall mean any bank or trust company or national banking association or national association selected by the County as a depository of moneys or securities held in the Construction Fund, the Debt Service Fund or the Revenue Fund. A Supplemental Ordinance may appoint the County Treasurer as Custodian of one or more of these funds.

**"Debt Service"** shall mean, with respect to the Bonds and with respect to any particular Bond Year, the aggregate of the amounts to be paid or set aside (or estimated to be required to be paid or set aside) in the Debt Service Fund in such Bond Year for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on the Bonds or such Series of Bonds and assuming, in the case of Option Bonds, that such Bonds mature on the stated maturity date thereof. With respect to Bonds that bear interest at a variable rate, Debt Service shall be calculated based on the rate of interest that such Bonds would bear if such Bonds bore interest at a fixed rate, as certified to the Trustee and the Council by the Financial Advisor.

**"Debt Service Fund"** shall mean the fund of that name established pursuant to Section 6.5 of the Master Ordinance.

**"Debt Service Reserve Fund"** shall mean the fund of that name established pursuant to Section 6.6 of the Master Ordinance.

**"Default"** or **"Event of Default"** shall mean any of those defaults specified in and defined by Article X hereof.

**"Financial Advisor"** shall mean the person, firm or corporation having experience in the field of rendering financial advice to governmental bodies, designated as such from time to time by the County.

**"Fiscal Year"** shall mean the fiscal year for the County as determined by the Council, initially being the period from July 1 in any year to and including June 30 in the following year.

**"Government Obligations"** shall mean noncallable and nonprepayable bonds, notes or direct obligations and general obligations of the United States.

**"Interest Account"** shall mean the account by that name established in the Debt Service Fund.

**"Investment Securities"** shall mean any instruments if and to the extent that the same are at the time legal for investment of funds of the County.

**"Junior Bonds"** shall mean either (i) bonds secured by a pledge of Revenues junior and subordinate in all respects to the pledge securing the Bonds or (ii) any other form of indebtedness, including lease purchase obligations, secured by sums available in the Revenue Fund after provision has been made for all payments required to be made with respect to the Bonds.

**"Master Ordinance"** shall mean this Master Ordinance as from time to time amended or supplemented by one or more Supplemental Ordinances, as defined herein.

**"Maximum Debt Service"** shall mean the highest principal and interest requirements on any particular Series of Bonds then Outstanding during any Bond Year. With respect to Bonds of any particular Series, Maximum Debt Service shall be determined as provided in a Supplemental Ordinance.

**"Mortgage"** shall mean any mortgage and security agreement between the County and Bondholder or Trustee of Bonds issued pursuant to this Master Ordinance and which is pledging a Project to the Bondholder or Trustee.

**"Option Bond"** shall mean any Bond which by its term may be tendered by and at the option of the Holder thereof for payment by the County prior to the stated maturity of such Bond, or the maturity of which by its terms may be extended by and at the option of the Holder thereof.

**"Outstanding"** when used with respect to any Bond shall have the construction given to such word in Article XII hereof; *i.e.*, a Bond shall not be Outstanding if such Bond is not, or would not be, at the time, deemed to be Outstanding by reason of the operation and effect of said Article XII.

**"Park"** shall mean the Oconee County and Williamsburg County Park as defined in the Park Agreement.

**"Park Agreement"** shall mean the Oconee County and Williamsburg County, South Carolina, Joint County Industrial/Business Park Agreement dated July 25, 1994 and amended on December 6, 1994.

**"Paying Agent"** shall mean for each Series of Bonds the respective paying agent or paying agents appointed pursuant to the proceedings authorizing such Bonds.

**"Principal Account"** shall mean the account by that name established within the Debt Service Fund.

**"Project"** shall mean any work, undertaking or project which the County is or may hereafter be authorized to construct or acquire and as are within the permitted purposes for which special source revenue bonds may be issued as defined in the Act. A Project may be located outside the boundaries of the Park.

**"Project Bonds"** shall mean the Bond or Bonds issued pursuant to this Master Ordinance the proceeds of which will be used to provide infrastructure



for a particular industrial or business entity and which are secured by Project Revenues.

"Project Revenues" shall mean any fees allocated to the County pursuant to the Park Agreement from a Company Project which is described in a Supplemental Ordinance, the fees of which are pledged to a Holder as security for payment of the particular Series of Project Bonds.

"Record Date" shall mean with respect to any Series of Bonds the fifteenth (15th) day (whether or not a business day) of the calendar month immediately preceding an interest payment date or such other day as may be provided in the Supplemental Ordinance authorizing the issuance of such Series of Bonds.

"Reserve Fund Requirement" shall mean an amount, if any, as stated in the Supplemental Ordinance authorizing the issuance of such Series of Bonds.

"Revenue Fund" shall mean the fund of that name established pursuant to Section 6.4 of the Master Ordinance.

"Revenues" shall mean all fees paid in lieu of *ad valorem* property taxes in the Park allocated to the County under the Park Agreement.

"Serial Bonds" shall mean Bonds which are not Term Bonds.

"Series" or "Series of Bonds" or "Bonds of Series" shall mean a Bond or all Bonds designated as being of the same series issued and delivered on original issuance in a simultaneous transaction, and any Bond or Bonds thereafter delivered in lieu thereof or in substitution therefor pursuant to the Master Ordinance.

"Supplemental Ordinance" shall mean any ordinance enacted by the County providing for the issuance of a Bond or Bonds hereunder and any ordinance enacted by the Council pursuant to and in compliance with the provisions of Article IX hereof amending or supplementing the provisions of the Master Ordinance.

"Term Bond" shall mean any Bond designated by the Supplemental Ordinance providing for its issuance as being subject to retirement or redemption from moneys credited to the Bond Redemption Account in the Debt Service Fund as sinking fund installments.

"Trustee" shall mean one or more financial institutions which may be appointed as Trustee in accordance with Section 8.1 and a Supplemental Ordinance.

## ARTICLE II

### FINDINGS AND DETERMINATIONS

Section 2.1. Findings and Determinations. The County Council of Oconee County, South Carolina, hereby finds and determines:

A. The County is a political subdivision of the State of South Carolina and as such has all powers granted to counties by the Constitution and the general law of this State.

B. In the exercise of the powers vested in it by the Constitution and statutes of the State of South Carolina, and proceeding in conformity with the provisions thereof, the County has heretofore taken the requisite steps by which the County was authorized to create a joint county industrial/business park in conjunction one with the other, which Park has been continuously operated and maintained by the County since its establishment.

C. No bonds have heretofore been issued by the County pledging the Revenues of the Park.

D. By the enactment of this Master Ordinance, the County intends to provide for the issuance of the special source revenue bonds at the time and on the terms and conditions set forth in this Master Ordinance and Supplemental Ordinances hereto.

## ARTICLE III

### AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.1. Authorization of Bonds. There is hereby authorized to be issued Bonds of the County to be known as "Oconee County, South Carolina, Special Source Revenue Bonds", which Bonds may be issued pursuant to this Master Ordinance and in accordance with the terms, conditions and limitations set forth herein, in Series, in such amounts and from time to time as the County may deem to be necessary or advisable for any corporate purpose of the County for which Bonds may be issued under the Master Ordinance and the Act.

Section 3.2. General Provisions for Issuance of Bonds. (a) The Bonds shall be issued in Series by means of Supplemental Ordinances enacted by the Council in accordance with the provisions of this Article and Article IX hereof. Each Supplemental Ordinance shall designate the Bonds provided for thereby by an appropriate Series designation and by such further particular designations, if any, as the County deem appropriate, and shall, unless or except as is otherwise set forth herein, also specify: (i) the authorized principal amount of such Series of Bonds; (ii) the purpose or purposes for which the Bonds of such Series are being issued; (iii) if the Bonds of the Series are being issued for a purpose specified in Section 3.3 hereof, the Project for which such Bonds are being issued; (iv) an estimate of the Costs of Acquisition and Construction for any Project to be financed by such Series of Bonds, and, in the event of the acquisition by purchase or condemnation of any facilities already constructed, a determination of what repairs, replacements, additions and betterments will be necessary in order that such facilities may be effective for their purpose and an estimate of the cost required therefor; (v) the date or dates of the Bonds of the Series; (vi) the maturity date or dates of the Bonds of the Series and the sinking fund installment amounts and due dates, if any, for the Term Bonds of the Series; (vii) the interest rate or rates of the Bonds of such Series, or the manner of determining such rate or rates, the initial interest payment date therefor, and the subsequent interest payment dates; (viii) the denominations of, and manner of numbering and lettering, the Bonds of such Series; (ix) the redemption premium or premiums, if any, or the redemption price or prices to be paid upon the redemption of the Bonds of such Series, the period or periods, if any, during which such premiums or prices shall be payable, and the terms and conditions, if any, of such redemption; (x) the place or places of payment of the Bonds of the Series and interest thereon, and the Paying Agents therefor; (xi) the provisions for the sale or other disposition of the Bonds of the Series and the use, application and investment, if any, of the proceeds of such sale or other disposition, which use, application and investment shall not be inconsistent or in conflict with the provisions hereof; (xii) the Reserve Fund Requirements, if any; (xiii) any other provisions which may be required to be inserted therein by other provisions of the Master Ordinance; and (xiv) any other necessary or desirable provisions not inconsistent or in conflict with the provisions of the Master Ordinance.

Section 3.3. Conditions for the Issuance of Bonds under the Master Ordinance Other than Refunding Bonds. Anytime and from time to time, one or more Series of Bonds (exclusive of refunding Bonds) may be issued for such purposes as may be permitted by the Act upon compliance with the provisions of Section 3.2 hereof and this Section in such principal amounts as may be determined by the County for the purpose of paying all or part of the Costs of Acquisition and Construction of one or more Projects authorized to be financed under the Act with Bonds.

A. For the issuance of Bonds to finance the Cost of Acquisition and Construction, or a portion thereof, of any Project, there shall be filed with the County a report of the Finance Director of the County in which the Park is located stating that the amount of the Project Revenues, based on the then current millage rates, is projected to be not less than one hundred twenty-five percent (125%) of the Maximum Debt Service for any succeeding Bond Year of the Series of Bonds then proposed to be issued, provided the amount of Revenues for such Bond Year may be adjusted by adding the following:

(i) in case the revenues from the Park shall have been revised and such revised rates and charges attributable to millage rates shall have gone into effect prior to the delivery of the Bonds proposed to be issued, the additional amount of Revenues which would be realized if such rates and charges had been in effect at the time of delivery of the certificate of the Finance Director of the County; and

(ii) in the event the boundaries of the site from which the Project Revenues are to be derived is increased prior to the delivery of the Bonds proposed to be issued, the additional amount of Revenues which would have been realized if such rates and charges had been in effect within the jurisdiction of the Park.

B. The County may issue a Series of Bonds to defray the Cost of Acquisition and Construction of a Project and secure such Series of Bonds by one or more Project Revenues. Since Project Revenues have been pledged to secure a Series of Project Bonds, no Additional Bonds or Junior Bonds may be issued and secured by the same Project Revenues so long as such Series of Bonds is Outstanding without the written consent of the Holders of such Series of Bonds.

Section 3.4. Refunding Bonds. Without complying with the provisions of Section 3.3 hereof, except as otherwise provided herein, the County by means of a Supplemental Ordinance adopted in compliance with the provisions of the Act and any other statutory provisions authorizing the issuance of revenue refunding bonds, including advance refunding bonds, may issue hereunder refunding Bonds as authorized by Supplemental Ordinance.

Section 3.5. Junior Bonds. The County may at any time issue Junior Bonds in such amount as it may from time to time determine, payable from Project Revenues, provided that such Junior Bonds are issued to secure funds to defray the Cost of Acquisition and Construction of a Project and the written consent of the Holders of any Project Bonds secured by the same Project Revenues is obtained. The pledge of Project Revenues securing each Series of Junior Bonds shall at all times be subordinate and inferior to the pledge of Project

Revenues derived from the Company Project securing any other Series of Bonds payable from Project Revenues derived from the same Company Project.

## ARTICLE IV

### THE BONDS

Section 4.1. Execution. Unless or except as is otherwise set forth in the Supplemental Ordinance providing for the issuance of a Series of Bonds, the Bonds shall be executed on behalf of the County by the County Supervisor by his manual or facsimile signature and the corporate seal of the County or a facsimile thereof shall be impressed or reproduced thereon and attested by the Clerk of the County Council by his or her manual or facsimile signature.

In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

#### Section 4.2. RESERVED.

Section 4.3. Registration and Transfer of Bonds; Persons Treated as Holders. Each Bond shall be fully registered and transferable only upon the Books of Registry of the County, which shall initially be kept for that purpose at the office of the County Treasurer. Upon the transfer of any Bond, the County shall issue, subject to the provisions of Section 4.6 hereof, in the name of the transferee, a new Bond or Bonds of the same Series and of the same aggregate principal amount as the unpaid principal amount of the surrendered Bond.

Any Bondholder requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal, premium, if any, and interest on any Bond shall be made only to or upon the order of the Holder thereof, or his duly authorized attorney, and neither the County nor the Trustee, shall be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 4.4. Form of Bonds; Denominations; Medium of Payment. Unless or except as is otherwise provided in the Supplemental Ordinance authorizing their issuance, the Bonds: (a) shall be in fully registered form without coupons; (b) shall be issued in denominations of \$5,000, or any integral multiple thereof,

provided that, upon partial redemption of a Bond requiring surrender thereof and the issuance of a new Bond, such new Bond may be in the denomination of the unredeemed balance; and (c) shall be payable with respect to principal, interest, and premium, if any, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 4.5. Numbers, Date, and Payment Provisions. The Bonds shall be numbered and designated in such manner as the County shall determine. Each Bond of a Series shall bear interest as provided in the Supplemental Ordinance authorizing its issuance; provided, however, that if the date of authentication of any Bond of any Series is after a Record Date and before the corresponding interest payment date therefor, such Bond shall bear interest from such next succeeding interest payment date; notwithstanding the foregoing, if any interest on such Bond is in default, such Bond shall bear interest from the date to which interest on such Bond has been paid or if no interest has been paid, such Bond shall bear interest from the date of delivery thereof.

Section 4.6. Exchange of Bonds. Bonds, upon surrender thereof at the designated corporate trust office of a Trustee if such shall be appointed for a particular Series of Bonds accompanied by a written instrument of transfer satisfactory to the Trustee, duly executed by the Bondholder or his duly authorized attorney, may, at the option of the Bondholder thereof and upon payment by such Bondholder of any charges which the Trustee may make as provided in Section 4.7, be exchanged for a principal amount of Bonds of any other authorized denomination equal to the unpaid principal amount of surrendered Bonds.

Section 4.7. Regulations with Respect to Exchanges and Transfer. In all cases in which the privilege of exchanging or transferring Bonds is exercised, the County shall execute and the Trustee, if applicable, shall authenticate and deliver Bonds in accordance with the provisions of the Master Ordinance and the Supplemental Ordinance. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Trustee or the County. There shall be no charge to the Bondholder for such exchange or transfer of Bonds except that the Trustee may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer. Neither the County nor the Trustee shall be required (a) to exchange or transfer Bonds (i) from the Record Date to the next succeeding interest payment date or (ii) for a period of fifteen (15) days following any selection of Bonds to be redeemed or thereafter until after the first publication or mailing of any notice of redemption, or (b) to transfer any Bonds called for redemption.

Section 4.8. Temporary Bonds. Any Series of Bonds may be initially issued in temporary form, exchangeable for definitive Bonds to be delivered as soon as practicable and subject to the agreement of the County and the purchaser. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the County, shall be without coupons, and may contain such reference to any of the provisions of the Master Ordinance as may be appropriate. Every temporary Bond shall be executed by the County upon the same conditions and in substantially the same manner as the definitive Bonds. If the County issues temporary Bonds, the County will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds shall be surrendered for cancellation at the designated office of the Trustee and the Trustee shall deliver and exchange for such temporary Bonds an equal, aggregate principal amount of definitive Bonds of like aggregate principal amount and in authorized denominations of the same Series, maturity or maturities and interest rate or rates. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under the Master Ordinance as definitive Bonds under the Master Ordinance.

Section 4.9. Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the Holder, the County shall execute and, if a Trustee shall be appointed for the particular Series of Bonds, the Trustee shall authenticate and deliver at the designated office of the Trustee, or send by registered mail to the Holder thereof at his request, risk and expense, a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Trustee evidence or proof satisfactory to the County and the Trustee of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Trustee. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under the Master Ordinance or any Supplemental Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder. Neither the County nor the Trustee nor any Paying Agent shall be required to treat both the original Bond and any duplicate Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of

Bonds Outstanding hereunder, but both the original and duplicate Bond shall be treated as one and the same.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

## ARTICLE V

### REDEMPTION OF BONDS

Section 5.1. Redemption of Bonds. The Bonds of a Series shall be subject to redemption prior to their stated maturities upon such terms and conditions and at such dates and redemption price or prices or premium or premiums as shall be set forth in the Supplemental Ordinance providing for the issuance of such Bonds, and upon the further terms and conditions as are hereinafter set forth.

Section 5.2. Selection of Bonds for Redemption. In the event of the redemption at any time of only part of the Bonds of a Series, the Bonds to be redeemed shall be redeemed in such order as is set forth in the Supplemental Ordinance providing for the issuance of such Bonds.

Section 5.3. Notice of Redemption. Unless or except as otherwise provided in the Supplemental Ordinance authorizing their issuance, the provisions of this Section 5.3 apply to each Series of Bonds.

In the event any Bonds or a Series or portions thereof are called for redemption, the Trustee shall give notice, in the name of the County, of redemption of Bonds by first-class mail, postage prepaid, to the registered owner thereof as shown on the Books of Registry of the County and to such Securities Depository as the County may designate not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for the redemption thereof. Such notice of redemption shall state: (i) the title of such Bonds to be redeemed, CUSIP numbers, date of issue, the series designation (if any) thereof, the redemption date, the place or places of redemption and the redemption price or redemption premium, if any, payable upon such redemption; (ii) if less than all such Bonds of a particular Series are to be redeemed, the distinctive number of such Bonds to be redeemed; (iii) that the interest on such Bonds designated for redemption in such notice shall cease to accrue from and after such redemption date; and (iv) that on such date there will become due and payable on each such Bond the principal amount thereof to be redeemed at the then applicable redemption premium, if any, and the interest accrued on such principal amount to the redemption date.



Failure duly to give such notice by mailing, or any defect in the notice, to the Holder of any such Bond designated for redemption shall not affect the validity of any proceedings for the redemption of any other Bonds. All Bonds or portions thereof so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit with the Trustee, and such Bonds shall not be deemed to be Outstanding under the provisions of the Master Ordinance.

Section 5.4. Partial Redemption of Bond. In the event that only part of the principal sum of a Bond shall be called for redemption or prepaid, payment of the amount to be redeemed or prepaid shall be made only upon surrender of such Bond to the Trustee or the County, as applicable. Upon surrender of such Bond, the County shall execute and the Trustee, if appointed, shall authenticate and deliver to the Holder thereof, at the designated office of the Trustee, or send to such Holder by registered mail at his request, risk and expense, a new fully executed Bond or Bonds, of authorized principal sums equal in aggregate principal amount to, and of the same Series, maturity and interest rate as, the unredeemed portion of the Bond surrendered.

Section 5.5. Effect of Redemption. If a Bond is subject by its terms to redemption prior to its stated maturity and has been duly called for redemption and notice of the redemption thereof has been duly given as hereinbefore provided and if moneys for the payment of such Bond at the then applicable redemption price or together with the then applicable redemption premium, if any, and the interest to accrue to the redemption date on such Bond are held for the purpose of such payment by the Paying Agent for the Series of Bonds of which such Bond is one, then such Bond so called for redemption shall, on the redemption date designated in such notice, become due and payable, and interest on the Bond so called for redemption shall cease to accrue.

Section 5.6. Cancellation. All Bonds which have been redeemed shall be cancelled and either maintained or destroyed by the Trustee, as applicable, and shall not be reissued. A counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Trustee to the County upon the request of an Authorized County Representative.

## ARTICLE VI

### ESTABLISHMENT OF FUNDS; SECURITY FOR AND PAYMENT OF THE BONDS; INVESTMENT OF MONEYS

Section 6.1. Listing of Funds and Accounts. The following are the funds and accounts created and established by the Master Ordinance:

- (i) Revenue Fund to be held by the County.
- (ii) Debt Service Fund, as herein defined, to be held by the Trustee, including an Interest Account, Bond Redemption Account and Principal Account.
- (iii) Debt Service Reserve Fund to be held by the Trustee, or, if a Trustee has not been appointed, by the County.
- (iv) Construction Fund to be held by a Custodian designated by resolution or ordinance of the Council.

One or more accounts may, by direction of the County or by the terms of a Supplemental Ordinance, be established within any of the above funds of each Series of Bonds. It is intended by the Master Ordinance that the funds referred to in this Article (other than the Construction Fund) shall remain in existence for so long a time as any sum remains due and payable by way of principal of and interest on the Bonds, and that deposits and withdrawals therefrom be made in the manner herein prescribed and in the order of priority hereinafter set forth in this Article VI.

Section 6.2. Security for and Payment of the Bonds. Each Series of Bonds, together with the interest thereon, shall be payable solely from and secured equally and ratably by a lien upon specific Project Revenues derived from a Company Project which shall be and hereby are irrevocably pledged to the payment of the principal of and interest on the Series of Bonds authorized by the Supplemental Ordinances. Each Series of Bonds is further secured by the proceeds of such Series of Bonds deposited into the Construction Fund established to defray the Cost of Acquisition and Construction of a Project. A Series of Bonds may be secured by a mortgage on all or a portion of the Company Project or Project as specified in the Supplemental Ordinance. To the extent that *ad valorem* taxes, prior to the conversion to fees-in-lieu-of-tax pursuant to the Park Agreement, have been pledged to secure general obligation indebtedness issued by a political subdivision prior to the establishment of the Park, such fees-in-lieu-of-tax attributable to any real property and improvements

thereon existing prior to the Park Agreement shall first be applied, to the extent necessary, to the payment of such outstanding general obligation indebtedness. To the extent such fees-in-lieu-of-tax are not needed to pay such outstanding indebtedness due to there being sufficient *ad valorem* taxes derived from real property located outside the boundaries of the Park, such fees-in-lieu-of-tax shall then be applied as Revenues to pay debt service on Bonds issued pursuant to this Master Ordinance.

The Bonds, and the interest thereon, shall not be a debt of the County, nor a charge, lien or encumbrance, legal or equitable, upon any property of the County or upon any income, receipts or revenues of the County other than such of the Revenues as are hereby pledged to the payment thereof. No recourse shall be had for the payment of the Bonds, or the interest thereon, or any part thereof, against the general fund of the County, nor shall the credit or taxing powers of the County be deemed to be pledged to the payment of the principal of and interest on the Bonds.

Section 6.3. Provision for Segregation of Funds. Other than the Debt Service Fund, the Debt Service Reserve Fund and the Construction Fund, the designation and establishment of the various funds in and by this Master Ordinance shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of the Revenues for certain purposes and to establish certain priorities for application of such Revenues and assets as herein provided.

Other than the Debt Service Fund, the Debt Service Reserve Fund and the Construction Fund, the cash required to be accounted for in each of the foregoing funds established herein may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash in and deposit therein for the various purposes of such funds as provided herein.

Section 6.4. Revenue Fund. There is hereby created and established a Revenue Fund to be maintained in trust by the County and into which shall be deposited all Revenues. Moneys in the Revenue Fund shall be made use of only in the manner specified in this Article VI and in the order of priority according to items (ii) and (iii) of Section 6.1 hereof. The County may invest moneys held in the Revenue Fund, from time to time, in Investment Securities; provided, however, that the County shall make available to any Paying Agent funds in the Revenue Fund on the last business day prior to each February 1 and August 1 in amounts sufficient to make all transfers required to be made from the Revenue Fund by this Article VI and each Supplemental Ordinance.

The covenants and agreements herein set forth to be performed by the County shall be for the equal and proportionate benefit, security and protection of all Holders of the Bonds without preference, priority or distinction as to payment or security or otherwise (except as to maturity) of any of the Bonds for any reason or cause whatsoever, except as expressly provided herein or in the Bonds.

Section 6.5. Debt Service Fund. There is hereby established a special fund of the County to be designated as "Oconee County, Special Source Revenue Bond Debt Service Fund" (the "Debt Service Fund"). The Debt Service Fund shall be kept on deposit with the County Treasurer or its designee, and withdrawals therefrom shall be made for the purposes provided in the Master Ordinance or any Supplemental Ordinance.

The Debt Service Fund is intended to provide for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same respectively fall due. Payments into this fund shall be made in the manner prescribed by the Master Ordinance and all moneys in the Debt Service Fund shall be used solely to pay the principal of, redemption premium, if any, and interest on the Bonds, and for no other purpose, and withdrawals therefrom shall be made only to effect payment of the principal of, redemption premium, if any, and interest on the Bonds. For each Series of Bonds, earnings on investments in the Debt Service Fund, including the accounts therein, shall be transferred by the Trustee, if a Trustee is appointed, to the County for deposit to the Revenue Fund.

Not later than the last business day prior to each February 1 and August 1 in which the Bonds are delivered to the initial purchasers thereof, there shall be paid into the Debt Service Fund from the moneys remaining in the Revenue Fund, the amounts hereinafter set forth.

(a) There is hereby created, for the purpose of paying the interest on the Bonds as the same becomes due and payable, an Interest Account in the Debt Service Fund. Not later than the last business day prior to each February 1 and August 1, the County shall pay into the Debt Service Fund for credit to the Interest Account an amount equal to the installment of interest then falling due on all the Bonds then Outstanding. In making any of the credits to the Interest Account required by this paragraph (a), consideration shall be given to and allowance made for accrued interest received upon delivery of any Series of Bonds to the initial purchasers and for any other credits such as capitalized interest otherwise made to such Account.

In the event of the issuance of any Series of Bonds, the Supplemental Ordinance shall provide for additional payments to the Interest Account so as to provide for the payment of the interest on such Series of Bonds.

(b) There is hereby created, for the purpose of paying the principal of the Bonds as they mature, a Principal Account in the Debt Service Fund. Not later than the last business day prior to each date upon which an installment of principal of the Bonds falls due, either at maturity or through sinking fund installment (if any), the County shall pay into the Debt Service Fund to the credit of the Principal Account an amount which would on such date be equal to the installment of principal then falling due.

In the event of the issuance of any Series of Bonds, the Supplemental Ordinance shall provide for payments to the Principal Account so as to provide for the payment of the principal of any such Series of Bonds.

(c) There is hereby created, in order to meet the specified sinking fund installment requirements of Term Bonds and to otherwise retire Bonds prior to maturity, a Bond Redemption Account in the Debt Service Fund. Not later than the last business day prior to the date upon which a sinking fund installment of Term Bonds of each Series falls due, the County shall pay into the Bond Redemption Account the aggregate amount required to redeem the principal amount of such Term Bonds required by the sinking fund installment then falling due on the Term Bonds of such Series. At any time before Bonds of Series subject to redemption from amounts deposited pursuant to this paragraph have been selected for such redemption, or after the redemption date thereof, the County may, in lieu of making all or any portion of a payment with respect to such Series of Bonds required by this paragraph, cancel or if a Trustee has been appointed, deliver to the Trustee for cancellation Bonds of such Series subject to redemption from amounts so paid, in which event the payments required by this paragraph shall be reduced by the applicable redemption price of the Bonds so delivered for cancellation. The Trustee shall apply the moneys credited to the Bond Redemption Account as sinking fund installments to the retirement of the Term Bonds of each Series by redemption in accordance with the Supplemental Ordinance providing for the issuance of such Series of Bonds, without further authorization or direction, on each date upon which a sinking fund installment is due with respect to the Term Bonds of such Series or, if so directed by the County, semiannually on both such due date and the date six (6) months prior to such due date, so that the aggregate amount so applied will equal the amounts required to be credited to the Bond Redemption Account as sinking fund installments for the Term Bonds of such Series on such sinking fund installment date by the Supplemental Ordinance providing for the issuance thereof; provided, however, that if the last sinking fund installment for such Term Bonds becomes due on the stated maturity date thereof, the amount of

such installment may be applied to the payment thereof at maturity. The Trustee shall, if so directed by the County, apply the moneys credited to the Bond Redemption Account as sinking fund installments for the retirement of the Term Bonds of a Series to the purchase of such Bonds at a purchase price (including accrued interest and any brokerage or other charge) not to exceed the redemption price then applicable upon the redemption of such Bonds from sinking fund installments, plus accrued interest, in which event the principal amount of such Bonds required to be redeemed on the next ensuing sinking fund installment date shall be reduced by the principal amount of the Bonds so purchased; provided, however, that no Bonds of such Series shall be purchased during the interval between the date on which notice of redemption of said Bonds from sinking fund installments is given and the date of redemption set forth in such notice, unless the Bonds so purchased are Bonds called for redemption in such notice or are purchased from moneys other than those credited to the Bond Redemption Account with respect to such sinking fund installments. In the event that moneys in the Bond Redemption Account, other than moneys credited thereto as sinking fund installments or for the payment of Option Bonds, are to be applied to the retirement of one or more Series of Bonds, the County may direct the Trustee within thirty (30) days of the deposit of such moneys to apply such moneys to the purchase of Bonds of such Series and may direct from which of such Series of Bonds such purchases may be made and may elect that all purchases shall be made from only one such Series or from more than one such Series. The price payable on any such purchase shall not exceed the highest redemption price applicable at the time or any time thereafter with respect to such Series of Bonds. Any such moneys not applied to the purchase of Bonds shall be applied to the redemption of Bonds of such Series then subject to redemption from such moneys. The purchase or redemption of Term Bonds pursuant to this paragraph shall be credited against the sinking fund installment requirement of such Term Bonds in the inverse order of the due dates of such installments. The Trustee shall keep and retain accurate records of application of each deposit of funds under this paragraph. The Trustee shall give notice of all such redemptions in the name and on behalf of the County in accordance with the provisions of Article V hereof. Any purchase of Bonds pursuant to this paragraph may be made with or without tenders of Bonds at public or private sale, as shall be determined by the Trustee; provided, however, the County may direct the Trustee in any method to be followed in purchasing Bonds. The accrued interest to be paid on the purchase or redemption of Bonds shall be paid from the Interest Account. In the event that a Holder of an Option Bond shall require the County to redeem, pay or purchase such Option Bond in accordance with its terms, such Option Bond shall be redeemed, paid or purchased from amounts in the Bond Redemption Account or as otherwise provided in the Supplemental Ordinance authorizing the issuance of such Option Bond.

(d) If, on the dates when the payments required by paragraphs (a), (b) and (c) of this Section are to be made, the aggregate of (i) the payments required by said paragraphs (a), (b) and (c); and (ii) the remaining payments to be made prior to the next succeeding date on which principal or interest, or both, as the case may be, will be due and payable, will be less than the sum required to effect the payment of the next succeeding installment of principal or interest, or both, as the case may be, a sum, derived from Revenues, moneys in the Debt Service Reserve Fund established for a particular Series of Bonds or bond insurance payments, if any, equal to such deficiency shall be added to the payment to be made pursuant to said paragraphs (a), (b) and (c), however such amount for the Debt Service Reserve Fund may be applied only to the Series of Bonds for which the Debt Service Reserve Fund was established.

Moneys in the Debt Service Fund shall be used and applied solely to the payment of the interest on and the retirement of the principal of and redemption premium, if any, on the Series of Bonds for which such Debt Service Reserve Fund was established and shall be used and applied in accordance with the provisions of this Section and the Master Ordinance. The moneys paid into the Debt Service Fund shall be held by the County or the Trustee, as applicable, in trust solely for the purpose of paying the interest on and the retirement of the principal of and premium, if any, on the Bonds of such Series and withdrawals from said Fund shall be made by the Trustee in order to transfer such moneys to the Paying Agent for the Bonds. Such withdrawals shall be made so that the necessary moneys shall be available to the Paying Agent not later than one (1) business day prior to the day on which principal or interest or both, and redemption premium, if any, as the case may be, are payable on the Bonds.

Section 6.6. Debt Service Reserve Fund. There is hereby established a special fund of the County to be designated as "Oconee County, Special Source Revenue Bond Debt Service Reserve Fund" (the "Debt Service Reserve Fund"). A separate Debt Service Reserve Fund shall be established for each Series of Bonds if the Supplemental Ordinance requires the creation of a Debt Service Reserve Fund. The Debt Service Reserve Fund shall be kept on deposit with the County or if a Trustee is appointed for a Series of Bonds, then the Trustee, and withdrawals therefrom shall be made for the purposes provided in this Master Ordinance.

Moneys in the Debt Service Reserve Fund shall be used for the following purposes, and for no other:

- (i) To prevent a Default in the payment of the principal of or interest on the Series of Bonds, by reason of the fact that moneys in the Debt Service Fund are insufficient for such purposes;

(ii) To pay the principal of, interest on, and redemption premium, if any, of the Series of Bonds in the event that all Outstanding Bonds of such Series be redeemed as a whole;

(iii) To effect partial redemption of the Bonds of such Series, provided that such redemption be undertaken in accordance with the provisions of the Master Ordinance permitting a partial redemption of Bonds of such Series and the balance remaining in the Debt Service Reserve Fund following such partial redemption shall not be less than the Reserve Fund Requirement; or

(iv) To effect the retirement of Bonds of such Series through purchase under the conditions herein prescribed.

Whenever the market value of the cash and securities in a Debt Service Reserve Fund shall exceed the Reserve Fund Requirement, such excess may be used at the direction of the County either (i) to repurchase and retire Bonds at prices not exceeding the call price first to become available or then prevailing or (ii) transferred to the Revenue Fund. Purchases of Bonds shall be effected by the County or through the Trustee, and whenever Bonds shall have been purchased pursuant to this authorization, it shall be the duty of the Trustee to cancel and destroy such Bonds and to deliver certificates evidencing such act to the County.

In lieu of a deposit of moneys into the Debt Service Reserve Fund, the County may cause to be so credited a surety bond or an insurance policy payable to the Trustee for the benefit of the Holders of the Bonds or a letter of credit in an amount which together with other moneys on deposit in the Debt Service Reserve Fund are equal to the Reserve Fund Requirement on the Bonds. The surety bond, insurance policy or letter of credit shall be payable (upon the giving of notice as required thereunder) on any interest payment date on which moneys will be required to be withdrawn from the Debt Service Reserve Fund and applied to the payment of the principal of or interest on any Bonds and such payments cannot be made by amounts credited to the Debt Service Fund. The insurer providing such surety bond or insurance policy shall be an insurer whose municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bond issues results in such issues being rated in the highest rating category by A. M. Best & Company, Standard & Poor's Corporation and Moody's Investors Service, or their respective successors. If any Bonds are Outstanding and insured by the Bond Insurer, the letter of credit issuer shall be approved by the Bond Insurer. In all other cases, the letter of credit issuer shall be a bank or trust company which is rated not lower than the second highest rating category by Standard & Poor's Corporation and Moody's Investors Service, or their successors, and the letter of credit itself shall be rated in the highest category of either such rating agency. The



insurance policy, or a surety bond must extend for the life of the Bonds and must be unconditional and irrevocable. The letter of credit shall be irrevocable until its expiration date. If a disbursement is made pursuant to a surety bond, an insurance policy or a letter of credit provided pursuant to this paragraph, the County shall be obligated either (i) to reinstate the maximum limits of such surety bond, insurance policy or letter of credit, or (ii) to deposit into the Debt Service Reserve Fund funds in the amount of the disbursement made under such surety bond, insurance policy or letter of credit, or a combination of such alternatives, as shall provide that the amount credited equals the Reserve Fund Requirement on the Bonds within a time period not longer than one (1) year. The Trustee shall receive such opinions, including legal opinions, certificates and other documentation, as the Trustee shall request, prior to receipt of such surety bond, letter of credit or insurance policy by the Trustee.

If the issuer of a surety bond, insurance policy or letter of credit on deposit in the Debt Service Reserve Fund shall cease to have a rating described in the immediately preceding paragraph, the County shall use reasonable efforts to replace such surety bond, insurance policy or letter of credit with one of similar quality or shall deposit Revenues in the Debt Service Reserve Fund in lieu of replacing such surety bond, insurance policy or letter of credit with another.

If the County obtains a surety bond, insurance policy or letter of credit after the deposit of moneys to the Debt Service Reserve Fund for a Series of Bonds, excess moneys shall be transferred to the Construction Fund for such Series, or if one no longer exists, to the Revenue Fund.

In the event moneys are required to be withdrawn from the Debt Service Reserve Fund, additional payments shall be made by the County from the Project Revenues in amounts which will immediately restore the amount withdrawn, but in no event later than twelve (12) months after such withdrawal.

Investment Securities in the Debt Service Reserve Fund shall mature within five (5) years of the date of investment thereof.

Section 6.7. Application of Remaining Revenues. Any surplus Revenues remaining in the Revenue Fund after the above required payments have been made may be disposed of by the Council in accordance with the terms of the Park Agreement.

Section 6.8. Establishment of Construction Fund. There shall be created and established a Construction Fund with respect to each Series of Bonds (other than for Bonds issued pursuant to Section 3.4 hereof) in the Supplemental Ordinance providing for their issuance. The moneys deposited therein shall be used to defray the Cost of Acquisition and Construction of one or more Projects.

Section 6.9. Deposits Into Construction Fund. On the occasion of the delivery of any Series of Bonds, the proceeds therefrom shall be paid into the Construction Fund established for such Series as set forth in a Supplemental Ordinance authorizing their issue.

Section 6.10. Withdrawals from Construction Fund. Withdrawals from the Construction Fund shall not be made except as provided in the Supplemental Ordinance establishing such Construction Fund.

Section 6.11. Investment of Funds. Moneys held for the credit of the Debt Service Fund shall be invested, to the fullest extent practicable and reasonable, in Investment Securities which shall mature prior to the respective dates when the moneys held for the credit of such Fund will be required for the purpose intended. Moneys in any other funds established by the Master Ordinance shall be invested, to the fullest extent practicable, in Investment Securities, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such funds. Investment instructions shall be given to the Trustee by the Treasurer of the County.

If a Trustee is appointed for a particular series of Bonds, the Trustee or other depository shall evaluate on a quarterly basis Investment Securities in the various funds created by this Master Ordinance and forward such evaluation to the County. If as a result of such evaluation, there is a shortage in the amount or amounts to be deposited in such fund or funds, the County shall replenish such funds from Revenues to the required levels within twelve (12) months of such shortage based on a pro rata allocation as set forth in the Park Agreement.

The value of Investment Securities shall be determined by the Trustee or other depository at market value.

All interest earnings shall be deposited or transferred to the Revenue Fund, except that interest earnings derived from the Construction Fund shall be retained therein. Expenses of purchase, safekeeping, sale and redemption and all other expenses attributable to such investments shall be expenses of the Revenue Fund and payable therefrom.

## ARTICLE VII

### COVENANTS

Section 7.1. Fee Payments and Charges. The County covenant and agree to establish, maintain, revise and collect such fees, rates and other charges as provided in the Park Agreement.

Section 7.2. To Pay Principal, Premium, and Interest on the Bonds. The County shall punctually pay, or cause to be paid, out of the Revenues pledged to such payment in Article VI hereof and the Supplemental Ordinance, the principal of, redemption premium, if any, and the interest on each and every Bond issued under the provisions of the Master Ordinance, at the place, on the dates and in the manner provided herein.

Section 7.3. Operation of Park. The County shall cause the Park to be operated in accordance with the Park Agreement.

Section 7.4. Records, Accounts, Budgets and Audits. The County will keep proper books of records and accounts (separate from all other records and accounts), in which complete and correct entries shall be made of all transactions relating to the Revenues. The County will cause to be furnished to any Holder of any of the Bonds, who make written request therefor, copies of financial statements of the County certified by an independent certified public accountant. The Trustee shall not be responsible for obtaining audits of the County.

The County shall adopt a budget in the manner and at the times required by the laws of the State.

Section 7.5. Sale, Lease or Other Encumbrances. The County will not issue any bonds, notes, certificates or other obligations or evidences of indebtedness other than the Bonds or obligations authorized or permitted hereby secured by a pledge of any of the Revenues, and the County will not create or cause to be created any lien or charge on said Revenues other than the liens and charges created or permitted to be created hereby; provided, however, the County may from time to time permanently abandon the use of, sell, trade or lease any property forming a part of the Project, but only if there shall be filed with the Clerk of the Council and the Trustee, if a Trustee has been appointed, prior to such abandonment, sale or lease a certificate, signed by the Supervisor/Chairman of the Council, stating:

(a) that the County is not then in default in the performance of any of the covenants, conditions, agreements or provisions contained in the Master Ordinance, and

(b) that the Revenues for the particular Series of Bonds for the next preceding Fiscal Year, after giving effect to such abandonment, sale or lease and any replacement and after adjustment to reflect the moneys which would have been received if the fee in lieu of taxes in effect on the date of such certificate had been in effect throughout such Fiscal Year, are not less than one hundred fifty percent (150%) of the Debt Service for any Fiscal Year thereafter. Amounts received from any such sale or disposition shall be deposited in the Revenue Fund, to be applied as are other moneys in that fund, provided, however, the certificate referred to herein shall not be required if the County certifies that such property is no longer necessary or useful or profitable in the operation of the Project, or necessary to produce or maintain the Revenues thereof, or which is to be or has been replaced by other property so as not to impair the operation of the Project.

## ARTICLE VIII

### TRUSTEE; CUSTODIAN

Section 8.1. Trustee. The Council may in a Supplemental Ordinance appoint a Trustee for a particular Series of Bonds. The duties of the Trustee shall be set forth therein including any provisions for resignation or replacement of the Trustee.

Section 8.2. RESERVED.

Section 8.3. RESERVED.

Section 8.4. Custodians. The Revenue Fund, the Construction Fund or any one or more of such funds shall be held by a bank, a trust company, a national banking association or a national association as Custodian on behalf of the County under the Master Ordinance or a Supplemental Ordinance.

Section 8.5. Duties and Obligations of Custodians. The recitals of fact made in the Master Ordinance and in the Bonds shall be taken as statements of the County, and no Custodian shall be deemed to have made any representation as to the correctness of the same nor shall any Custodian be deemed to have made any representation whatsoever as to the validity or sufficiency of the Master Ordinance or of the Bonds issued hereunder. The Custodian shall not be under any responsibility or duty with respect to the issuance of the Bonds or the

application of the proceeds thereof, except to the extent provided for herein. The Custodian shall not be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in response to the Master Ordinance, or to the Bonds issued hereunder, or to advance any of its own moneys, unless properly indemnified to its satisfaction. The Custodian shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or default.

Section 8.6. Custodians Protected in Relying upon Resolutions, etc. All Custodians shall at all times be protected in acting upon any notice, resolution, request, consent, order, certificate, statement, opinion, bond, or other paper or document believed to be genuine and to have been signed by the proper party or parties.

## ARTICLE IX

### AMENDMENTS OR SUPPLEMENTS TO THE MASTER ORDINANCE

Section 9.1. Amending or Supplementing of Master Ordinance. The County shall not amend the Master Ordinance except in accordance with the provisions of this Article.

A. The County may, from time to time and without the consent of any Holder of the Bond, enact a master ordinance amendatory hereof or supplemental thereto (1) for the purpose of providing for the issuance of a Series of Bonds pursuant to the provisions of Article III hereof, or (2) (a) making any amendments or modifications hereto which may be required to permit the Master Ordinance to be qualified under the Trust Indenture Act of 1939, as amended; (b) making any modification or amendment to this Master Ordinance not inconsistent herewith required for the correction of language or to cure any ambiguity or defective provisions, omission, mistake or manifest error herein contained; (c) making any amendments or supplements hereto to grant to or confer upon the Bondholders additional rights, remedies, power and authority, or to grant to or confer upon any Bondholders committee or trustee for the Bondholders any additional rights, power or authority; or (d) to add to the security of the Holders of the Bonds.

B. From time to time the Holders of sixty-six and two-thirds percent (66-2/3%) in principal amount of the Bonds then Outstanding, by an instrument or instruments in writing signed by such Holders and filed with the County and the Trustee, shall have power to assent to and authorize any modification or amendment to the provisions of the Master Ordinance that may be proposed by the County or of the rights and obligations of the County and of the Holders of

Bonds issued hereunder; and any action herein authorized to be taken with the assent and authority given as aforesaid of the Holders of sixty-six and two-thirds percent (66-2/3%) in principal amount of the Bonds at the time Outstanding shall be effective and binding upon all of the holders of Bonds issued hereunder; and any action herein authorized to be taken with the assent and authority given as aforesaid of the Holders of sixty-six and two-thirds percent (66-2/3%) in principal amount of the Bonds at the time Outstanding shall be effective and binding upon all of the Holders of Bonds Outstanding and upon the County as fully as though such action were specifically and expressly authorized by the terms of the Master Ordinance; provided always, that without the consent of the Holder of each Bond affected thereby, no such modification shall be made which will (1) extend the time of payment of principal of or the interest on any Bond of such Series, or reduce the principal amount thereof or the rate of interest thereon or the premium payable upon the redemption thereof, or (2) give to any Bond or Bonds of a Series any preference over any other Bond or Bonds of a Series, or (3) authorize the creation of any pledge prior to or, except as provided herein for the issuance of a Series of Bonds, on a parity with the pledge afforded by the Master Ordinance, or (4) reduce the percentage in principal amount of the Bonds required to assent to or authorize any such modification to the Master Ordinance. For the purpose of computations required by this paragraph, Bonds directly or indirectly owned or controlled by the County shall be disregarded.

Any modification or amendment or supplement to the provisions of this Master Ordinance or of any Supplemental Ordinance supplemental hereto shall be set forth in an ordinance to be enacted by the County.

## ARTICLE X

### EVENTS OF DEFAULT

Section 10.1 Events of Default. With respect to the Bonds, the following shall constitute "Events of Default":

A. If payment of the principal of any Bond, whether at maturity or by proceedings for redemption, by declaration as provided in Article XI hereof, or otherwise, is not made by the County after the same has become due and payable;

B. If payment of any installment of interest on any Bond is not made by the County as the same becomes due and payable;

C. Any act constituting an Event of Default pursuant to any Mortgage;

D. Any act constituting an Event of Default pursuant to the Lease;

E. If the County shall fail or refuse to comply with the essential provisions of the Act, or shall fail in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds or in this Master Ordinance or in any ordinance supplemental with respect to such Series hereto on the part of the County to be performed, and such failure continues for thirty (30) days after written notice specifying such failure and requiring the same to be remedied has been given to the County by the Trustee, or the Holders of not less than twenty percent (20%) in principal amount of the Bonds then Outstanding or any trustee or committee therefor;

F. If any proceedings are instituted, with the consent or acquiescence of the County, for the purpose of effecting a composition between the County and its creditors and if the claim of such creditors is in any circumstance payable from any of the Revenues or any other moneys pledged and charged in this Master Ordinance or any ordinance supplemental hereto for the payment of the Bonds, or any such proceedings are instituted for the purpose of adjusting the claims of such creditors, pursuant to any Federal or State statute now or hereafter enacted;

G. If an order or decree is entered (1) with the consent or acquiescence of the County, appointing a receiver or (2) without the consent or acquiescence of the County, appointing a receiver or receivers of the Park or any of the facilities thereof and if, in either case, such order or decree having been entered is not vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof;

H. If, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the Project or any of the facilities thereof, and such custody or control is not terminated within ninety (90) days from the date of assumption of such custody or control;

I. If the County is for any reason rendered incapable of fulfilling its obligations hereunder in any material respect.

Subject to the provisions, limitations and conditions of Sections 11.1 and 11.2 of Article XI hereof, insofar as the remedies provided in said Sections are concerned, nothing in Section 11.3 of Article XI hereof or in this Article, and particularly nothing in paragraph C of this Article, shall prohibit or limit, or be construed as prohibiting or limiting any Holder of a Bond from enforcing the duties of the County, or any of the officers thereof, under any provisions of the Master Ordinance (including, without limiting the generality of the foregoing, the duties imposed by or referred to in Section 11.3 of Article XI hereof) by

mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction, even though the failure of the County or any of the officers thereof to perform any such duty may not then constitute an "Event of Default" as defined in this Article.

## ARTICLE XI

### REMEDIES UPON EVENT OF DEFAULT

Section 11.1. Declaration of Principal and Interest as Due. Upon the occurrence of an Event of Default, and at any time thereafter while such Event of Default continues, then and in each and every case the Holders of the Bonds or if a Trustee has been appointed for a particular Series of Bonds, the Trustee in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the Holders of all Outstanding Bonds of such Series, may proceed, and upon the written request of the Holders of not less than twenty-five percent (25%) in principal amount of the Bonds of such Series then Outstanding, shall proceed to declare the principal of all Bonds of such Series then Outstanding, together with all accrued and unpaid interest thereon, if not already due, to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately, anything contained in the Master Ordinance or any Supplemental Ordinance hereto or in any of the Bonds to the contrary notwithstanding and the Holders of the Bonds or the Trustee, if one has been appointed, may institute and proceed with foreclosure of any Mortgage held pursuant to the Bonds. Provided, in the case of any Event of Default which is not a result of a nonpayment, the Counties shall have (30) thirty days to cure such default or in the case of any such default which can be cured with due diligence, but not within such 30-day period, the County shall, so long as they diligently proceed to cure the default, have such time as is reasonably necessary to cure the default. This provision is also subject, however, to the condition that, if at any time after the principal of the Bonds of such Series, together with the accrued and unpaid interest thereon and other moneys secured hereby, have been so declared due and payable and before any further action has been taken (other than the making of the above declaration), the principal amount of all Bonds of such Series which have matured either according to the maturity date or dates otherwise specified therein (except as a result of such declaration) and all arrears of interest upon all Bonds of such Series, except interest accrued but not yet due on said Bonds, have been paid or caused to be paid, and all other Events of Default, if any, which have occurred have been remedied, cured or secured, then and in each and every such case the Holders of twenty-five percent (25%) in principal amount of the Bonds of such Series then Outstanding, by notice in writing delivered to the Trustee, if appointed, and the County, may waive such Default and its consequences and



rescind and annul such declaration. No such waiver or rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power related to such subsequent Default.

Section 11.2. Appointment of a Receiver. Upon the occurrence of an Event of Default described in paragraphs A and B of Article X hereof, and at any time thereafter while such default continues, any court of competent jurisdiction may appoint a receiver; provided, however, if application is made by a Trustee or the Holders of not less than twenty-five percent (25%) in principal amount of the Bonds of such Series then Outstanding or any trustee therefor, such court shall appoint a receiver.

Section 11.3. Suits at Law or in Equity and Mandamus. In case any one or more of the Events of Default shall happen and be continuing, then and in every such case, but subject to the provisions, limitations and conditions of Sections 11.1 and 11.2 of this Article so far as the remedies provided in said provisions are concerned, the Holder of any Bond at the time Outstanding, or Trustee therefor, may, for the equal benefit and protection of all Holders of the Bonds similarly situated:

(a) By mandamus or other suit, action or proceedings at law or in the equity, enforce such Bondholder's right against the County and require and compel the County to perform and carry out its duties and obligations under the Act and this Master Ordinance, and to perform and carry out its covenants and agreements with the Bondholders of such Series;

(b) by action or suit in equity require the County to account as if such County were the trustee of an express trust;

(c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders of such Series; or

(d) bring suit upon the Bonds.

Section 11.4. Remedies Not Exclusive; Effect of Waiver of Default; Effect of Abandonment of Proceedings or Adverse Determination. The Holders from time to time of the Bonds shall be entitled to all the remedies and benefits of the Master Ordinance as are and as shall be provided by law, and, subject to the provisions of Sections 11.1 and 11.2 of this Article, nothing herein shall be construed to limit the rights or remedies of any such Holders under any applicable statute that may now exist or be enacted thereafter. No remedy conferred by the Act and this Article upon any Holder of any Bond is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy and may be exercised

without exhausting and without regard to any other remedy conferred by the Act and this Article or by any other law now or hereafter existing. Every substantive right and remedy conferred upon the Holders of the Bonds may be enforced and exercised from time to time and as often as may be deemed expedient.

No waiver of any default or breach of duty or contract by any Holder of any Bond shall extend to or affect any subsequent default or breach of duty or contract, or shall impair any rights or remedies thereon. No delay or omission of any Holder of a Bond to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein.

In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and then discontinued or abandoned, or shall be determined adversely to Holders of the Bonds then and in every such case, the County and such Holders shall be restored to their former positions and rights and remedies as if no suit, action or proceeding had been brought or taken.

#### Section 11.5. Restrictions on Bondholder's Action.

A. No Holder of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of this Master Ordinance or the execution of any trust under this Master Ordinance or for any remedy under the Master Ordinance unless such Holder shall have previously given to the County or the Trustee, as applicable, written notice of the happening of an Event of Default and the Holders of at least 25% in principal amount of the Bonds of such Series then Outstanding shall have filed a written request with the County or the Trustee as applicable and shall have offered the County or Trustee reasonable opportunity, either to exercise the powers granted in the Master Ordinance or by the laws of the State or to institute such action, suit or proceeding in its own name, and unless such Holders of such Series shall have offered to the County or the Trustee adequate security and indemnity against the costs, fees (including reasonable attorneys' fees), expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused to comply with such request for a period of 30 days after receipt by it of such notice, request an offer of indemnity, it being understood and intended that no one or more Holders of Bonds of such Series shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by the Master Ordinance, or to enforce any right under the Master Ordinance, except in the manner therein provided; and that all proceedings at law or in equity to enforce any provision of the Master Ordinance shall be instituted, had and maintained in the manner provided in this Master Ordinance and for the equal benefit of all Holders of the Outstanding Bonds.

B. Nothing in the Master Ordinance or in the Bonds contained shall affect or impair the obligation of the County, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of (and premium, if any) and interest on the Bonds to the respective Holders thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Holder to enforce such payment of his Bond.

Section 11.6. Application of Revenues and Other Moneys After Default.

During the continuance of an Event of Default for a Series of Bonds, all moneys received and held by the County, the Custodian on behalf of the County, or Trustee for payment of a particular Series of Bonds, if appointed, pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses and advances incurred or made by the Trustee with respect thereto, be deposited in the Debt Service Fund, and all amounts held by the Trustee for a Series of Bonds hereunder shall be applied as follows:

(a) Unless the principal of all Outstanding Bonds of the Series shall have become or have been declared due and payable:

*First:* To the payment to the persons entitled thereto of all installments of interest then due on the Bonds in the order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the person entitled thereto, without any discrimination or preference; and

*Second:* To the payment to the persons entitled thereto of the unpaid principal amounts or redemption price of any Bonds of such Series which shall have become due (other than Bonds previously called for redemption provisions hereof), whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds of such Series due on any date, then to the payment thereof ratably, according to the principal amounts or redemption price due on such date, to the persons entitled thereto, without any discrimination or preference.

(b) If the principal amounts of all Outstanding Bonds of such Series shall have become or have been declared due and payable, to the payment of the principal amounts and interest then due and unpaid upon the Bonds of such Series without preference or priority of principal over interest or of interest over principal, of any installment of interest over any other installment of interest, or of any Bond of such Series over any other Bond of such Series, ratably,

according to the amounts due respectively for principal amounts and interest, to the persons entitled thereto without any discrimination or preference.

(c) If the principal amounts of all Outstanding Bonds of such Series shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of paragraph (b) of this Section in the event that the principal amounts of all Outstanding Bonds of such Series shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever moneys are to be applied by the County or the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the County or the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the County or the Trustee shall apply such moneys, the Trustee or, if no Trustee is appointed, the County shall fix the date (which shall be a Bond payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the principal amounts to be paid on such dates shall cease to accrue. The County or the Trustee, if applicable, shall give such notice as it may deem appropriate of the deposit of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the County or the Trustee, if any, for appropriate endorsement of any partial payment or for cancellation if fully paid.

Whenever all Bonds and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid, any balance remaining shall be paid to the person entitled to receive the same; if no other person shall be entitled thereto, then the balance shall be paid to the County or as a court of competent jurisdiction may direct.

## ARTICLE XII

### DEFEASANCE

Section 12.1 Defeasance. The obligations of the County under the Master Ordinance and the liens, pledges, charges, trusts and the covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any Bond and, unless or except as otherwise provided in the

Supplemental Ordinance providing for the issuance of any Series of Bonds, such Bond or Series Bond shall no longer be deemed to be Outstanding hereunder when:

(a) such Bond or Series of Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent, and is cancelled or subject to cancellation by the County or Paying Agent, or

(b) payment of the principal of, redemption premium, if any, and interest on such Bond or Series of Bonds, either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent, in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as a Bond or Series of Bonds shall no longer be deemed to be Outstanding hereunder, as aforesaid, such Bond or Series of Bonds shall cease to draw interest from the due date thereof, and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Master Ordinance.

Any moneys so deposited with the Paying Agent as provided in this Article may at the direction of the County also be invested and reinvested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Government Obligations in the hands of such Paying Agent which is not required for the payment of the Bonds or Series of Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be treated as Revenues of the Park.

Notwithstanding any provision hereof which may be contrary to the provisions of this Article, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds or Series of Bonds shall be applied to and used solely for the payment of the particular Bonds or Series of Bonds with respect to which such moneys and Government Obligations have been so set aside in trust.

Any provision hereof to the contrary notwithstanding, if moneys or Government Obligations have been deposited or set aside with the Paying Agent pursuant to this Article for the payment of the Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this

Article shall be made without the consent of the Bondholder of each Bond or Series Bond affected thereby.

ARTICLE XIII

FORM OF BONDS

Section 13.1. Form of Bonds. Except or unless as may otherwise be provided in the Supplemental Ordinance providing for their issuance, the Bonds, Trustee's Certificate of Authentication, if applicable, registration provisions and assignment provisions, shall be in substantially the forms set forth in this Section, with necessary or appropriate variations, omissions and insertions as are incidental to their Series, numbers, denominations, maturities, interest rate or rates, paying agencies, registration provisions, redemption provisions and other details thereof and their form or as are otherwise permitted or required by law or by the Master Ordinance.

(FORM OF BOND)

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
Oconee COUNTY  
SPECIAL SOURCE REVENUE BOND  
SERIES \_\_\_\_\_

<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>INTEREST</u> <u>RATE</u>	<u>CUSIP</u>
--------------------------------------	--------------------------------	--------------------------------	--------------

%

REGISTERED HOLDER:

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

Oconee County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder (named above), or registered assigns, but solely from the revenues hereinafter mentioned and not otherwise, the principal sum shown above on the maturity date shown above (unless the within Bond shall be subject to prior redemption and shall have been duly called for previous redemption and payment of redemption price made or provided for), upon presentation and surrender of this Bond at the office of

\_\_\_\_\_ in \_\_\_\_\_,  
\_\_\_\_\_ (the "Paying Agent"), and to pay interest, but solely from the revenues hereinafter mentioned and not otherwise, on such principal sum from the date hereof at the interest rate per annum shown above until the County's obligation with respect to the payment of such principal sum shall be discharged. Interest on this Bond is payable semiannually on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year commencing \_\_\_\_\_ 1, \_\_\_\_\_, until this Bond matures, and principal on this Bond is payable in \_\_\_\_\_ installments beginning \_\_\_\_\_, as set forth in the Supplemental Ordinances, Interest Payments as herein defined shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by \_\_\_\_\_, in \_\_\_\_\_, South Carolina, as registrar (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month next preceding each semiannual interest payment date. The principal, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

The terms and provisions of this Bond are continued on the reverse side hereof and such continued terms and provisions shall for all purposes have the same effect as though fully set forth at this place.

[This Bond shall not be entitled to any benefit under the Master Ordinance (hereinafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.]

(REVERSE SIDE OF BOND)

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
Oconee COUNTY  
SPECIAL SOURCE REVENUE BOND  
SERIES \_\_\_\_\_

This Bond is one of an authorized series of Bonds of the aggregate principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of like date of original issue, tenor and effect, except as to number, date of maturity, principal amount, registered holder, redemption provisions and rate of interest, issued by the County for the purpose of defraying the Cost of Acquisition and Construction of one or more Projects (as such terms are defined

in the Master Ordinance hereafter mentioned). This Bond and the series of Bonds of which it is one are authorized to be issued and are issued under, pursuant to and in full compliance with the Constitution and statutes of the State of South Carolina, including particularly Title 4, Chapter 1 and Chapter 29, of the Code of Laws of South Carolina, 1976, as amended (collectively, the "Act"). This Bond and the series of Bonds of which it is one are also authorized to be issued and are issued under and pursuant to Master Ordinance No. \_\_\_ of the County Council of Oconee County duly enacted on \_\_\_\_\_, 199\_ (the "Master Ordinance"), and Supplemental Ordinance No. \_\_\_ of the County Council of Oconee County duly enacted on \_\_\_\_\_, 199\_ (the "Supplemental Ordinance"), under the Act which Master Ordinance and Supplemental Ordinance have been duly codified and indexed as prescribed by law.

The Master Ordinance contains provisions defining terms, including the properties comprising the Park; sets forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series herewith which may hereafter be issued on a parity herewith under the Master Ordinance; sets forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the holder hereof with respect thereto; sets forth the terms and conditions upon which and the extent to which the Master Ordinance may be altered, modified and amended; sets forth the terms and conditions upon which this Bond is issued and upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the County thereunder; and sets forth the terms and conditions upon which the pledge made in the Master Ordinance for the security of this Bond and upon which the covenants, agreements and other obligations of the County made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Master Ordinance. Reference is hereby made to the Master Ordinance and the Supplemental Ordinance or all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents. The provisions of the Act, the Master Ordinance and the Supplemental Ordinance shall be a contract with the holder of this Bond.

This Bond and the series of Bonds of which it is one and the interest thereon are special obligations of the County payable solely from, and secured equally and ratably by a pledge of and lien upon, the Project Revenues derived by the County from the Company Project (as such terms are defined in the Supplemental Ordinance) located in the Oconee County Joint County Industrial/Business Park.



This Bond and the Bonds of the series of which it is one, including interest thereon, are payable solely from the Project Revenues and certain funds and accounts established under the Master Ordinance (the "Trust Estate") heretofore mentioned which are pledged to the payment thereof and the County are under no obligation to pay the same except from such Trust Estate. [The Bonds are additionally secured by a Mortgage of Real Estate dated as of \_\_\_\_\_, 199\_\_ (the "Mortgage"), as described therein or, the Bonds are additionally secured by an Assignment of Leases, Payments-in-Lieu-of-Taxes and Indemnity Rights dated as of \_\_\_\_\_, 199\_\_.] This Bond and the Bonds of the series of which it is one shall not constitute a debt of the County, nor a charge, lien or encumbrance, legal or equitable, upon any property of the County, other than the property subject of the Mortgage, or on any income, receipts or revenues thereof, other than the aforesaid Project Revenues pledged thereto. No recourse shall be had for the payment of this Bond or the interest thereon against the general fund of the County and neither the credit nor the taxing power of the County shall be deemed to be pledged thereto. The full faith, credit and taxing powers of the County are not pledged to the payment of the principal of or interest on this Bond.

This Bond is transferable, as provided in the Master Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered owner in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, rate of interest and maturity shall be issued to the transferee in exchange therefor as provided in the Master Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption premium, if any, hereof and interest due hereon and for all other purposes.

[The Bonds maturing on or prior to \_\_\_\_\_ 1, \_\_\_\_\_, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after \_\_\_\_\_ 1, \_\_\_\_\_, shall be subject to redemption at the option of the County on and after \_\_\_\_\_ 1, \_\_\_\_\_, as a whole at any time, or in part from time to time on any interest payment date, but if in part in such order of their maturities as the County may determine and by lot within a maturity, at the redemption prices with respect to each Bond, expressed as a percentage of the principal amount redeemed together with the interest accrued on such principal amount to the date fixed for redemption:

Period During Which  
Redeemed (both dates inclusive)

Redemption  
Prices

provided, however, that the County further reserves the right to redeem the Bonds of the series of which this Bond is one maturing on \_\_\_\_\_ 1, \_\_\_\_\_, prior to the maturity thereof, in part by lot on any interest payment date (but in any event on each \_\_\_\_\_ 1) on or after \_\_\_\_\_ 1, \_\_\_\_\_, from amounts credited to the Bond Redemption Account in the Debt Service Fund (as provided for in the Master Ordinance and Supplemental Ordinance) as sinking fund installments, upon payment of the principal amount of such Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption.]

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot. In the event this Bond is redeemable, as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this Bond and specifying the redemption date and the premium payable upon such redemption, shall be given by the Registrar by first-class mail, postage prepaid, to the registered owner thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the County. If this Bond is redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

To the extent and in the manner permitted by the terms of the Master Ordinance, the provisions of this Bond or of the Supplemental Ordinance, or any ordinance amendatory thereof or supplemental thereto, may be amended or modified by the County with the written consent of the holders of at least sixty-six and two-thirds percent (66-2/3%) in principal amount of the Bonds of such Series then outstanding under the Master Ordinance (including the Bond of the series of which this Bond is one); provided that no such amendment or modification shall permit a change in the date of maturity of any installment of principal hereof or date of optional or mandatory redemption of any Bond or the date of payment of interest thereon or a reduction in the principal amount or redemption price thereof or rate of interest thereon without the consent of the

holder of each such Bond affected thereby, or shall reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required by the Master Ordinance or Supplemental Ordinance to effect such an amendment or modification.

Under the laws of the State of South Carolina, the principal of and interest on this Bond are exempt from any and all State, County, municipal and other taxation under the laws of the State of South Carolina except estate or transfer taxes.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and statutes of the State of South Carolina to exist, to happen and to be performed precedent to and in the issuance of this Bond, do exist, have happened, and have been performed in due time, form and manner as required by law; that the series of which this Bond is a part does not exceed any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond and the series of which it is a part, as provided in the Supplemental Ordinance.

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Bond to be executed in its name by the [manual or facsimile] signature of the County Supervisor and attested by the facsimile signature of its Clerk of County Council under the seal of the County impressed, imprinted or reproduced hereon.

Oconee COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Supervisor, Oconee County, South

Carolina  
(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk to County Council,  
Oconee, South Carolina

(FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds described in the within-mentioned Master Ordinance of Oconee County, South Carolina.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Officer

## ARTICLE XIV

### MISCELLANEOUS

Section 14.1. Benefits of Master Ordinance Limited to the County, the Trustee and Holders of the Bonds. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from the Master Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the County, the Trustee and the Holders of the Bonds, any legal or equitable right, remedy or claim under or by reason of or in respect to the Master Ordinance or any covenant, condition, stipulation, promise, agreement or provision herein contained. The Master Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County, the Trustee and the Holders from time to time of the Bonds as herein and therein provided.

Section 14.2. Master Ordinance Binding Upon Successors or Assigns of the County. All the terms, provisions, conditions, covenants, warranties and agreements contained in the Master Ordinance shall be binding upon the successors and assigns of the County and shall inure to the benefit of the Trustee, its successors or substitutes in trust and assigns, and the Holders of the Bonds.

Section 14.3. No Personal Liability. No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained in this Master Ordinance or the Bonds, against any member of the County, any officer or employee, as such, in his or her individual capacity, past, present or future, of the County, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that the Master Ordinance and the Bonds are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer or employee as such past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the Trustee or the Bondholder or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member, officer and employee is, by the adoption of this Master Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the adoption of the Master Ordinance and the execution of the Bonds, expressly waived and released. The immunity of members, officers and employees of the County under the provisions contained in this Section 14.3

shall survive the completion of the Project, the termination of the Master Ordinance and the termination of the Park Agreement.

Section 14.4. Effect of Saturdays, Sundays and Legal Holidays.

Whenever the Master Ordinance requires any action to be taken on a Saturday, Sunday, legal holiday or bank holiday in the State of South Carolina, such action shall be taken on the first business day occurring thereafter. Whenever in the Master Ordinance the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, legal holiday or bank holiday, in the State of South Carolina, such time shall continue to run until midnight on the next succeeding business day.

Section 14.5. Partial Invalidity. If any one or more of the covenants or agreements or portions thereof provided in the Master Ordinance on the part of the County or the Trustee or any paying agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements and portions thereof provided in the Master Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of the Master Ordinance or of the Bonds, but the Holders of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

If any provisions of the Master Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because of conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 14.6. Law and Place of Enforcement of the Master Ordinance.

The Master Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina and all suits and actions arising out of the Master Ordinance shall be instituted in a court of competent jurisdiction in said State.

Section 14.7. Effect of Article and Section Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for

convenience of reference and shall not affect the meaning, construction, interpretation or effect of the Master Ordinance.

Section 14.8. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with the Master Ordinance are hereby repealed to the extent of such inconsistency.

Section 14.9. Effectiveness of this Master Ordinance. This Master Ordinance shall become effective upon its adoption; provided, however, that it shall not be necessary for the County to establish the funds and accounts created in Article VI hereof prior to the issuance of any Bonds.

Section 14.10. Notices. All notices, certificates, or other communications hereunder or under the Master Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

If to the County:

Oconee County Council  
208 Booker Drive  
Walhalla, South Carolina 29691  
Attention: Norman D. Crain

The County acting through its Authorized County Representative, and the Trustee may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 14.11. Codification. This Master Ordinance shall be forthwith codified in the Code of County Ordinances in the manner required by law and the name shall be indexed under the general heading "General Bond Master Ordinance, Special Source Revenue Bonds."

[Execution follows on next page]

Done and adopted by the County Council of Oconee County, South Carolina, this \_\_\_\_ day of \_\_\_\_\_, 199\_.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Norman D. Crain, Supervisor/Chairman  
Oconee County, South Carolina

(SEAL)

ATTEST:

\_\_\_\_\_  
Opal O. Green, Clerk, County  
Council of Oconee County,  
South Carolina

Date of First Reading: December 19, 1995

Date of Second Reading:

Date of Public Hearing:

Date of Third Reading:



OCONEE COUNTY, SOUTH CAROLINA

FIRST SUPPLEMENTAL ORDINANCE NO. \_\_\_\_

TO MASTER ORDINANCE NO. \_\_\_\_

A FIRST SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING \$\_\_\_\_\_ OCONEE COUNTY, SOUTH CAROLINA, SPECIAL SOURCE REVENUE BOND (BORG-WARNER AUTOMOTIVE POWERTRAIN SYSTEMS CORPORATION PROJECT) SERIES 1995; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT IN CONNECTION THEREWITH; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED, by the County Council of Oconee County, South Carolina (the "Council"):

Section 1. Definitions. The terms in this Section 1 and all words and terms defined in Master Ordinance No. \_\_\_\_ enacted by the County Council of Oconee County on \_\_\_\_\_, 199\_ (the "Master Ordinance"; said Master Ordinance as from time to time amended or supplemented by Supplemental Ordinances being defined in said Master Ordinance as the "Master Ordinance") (except as herein otherwise expressly provided or unless the context otherwise requires), shall for all purposes of this First Supplemental Ordinance (the "Supplemental Ordinance") have the respective meanings given to them in the Master Ordinance and in Section 1.

"Company" shall mean Borg-Warner Automotive Powertrain Systems Corporation, a Delaware corporation, or its successors and assigns as operators of an industrial facility in the Park.

"Company Project" shall mean the land, building and equipment owned, leased or used by the Company located on the real property described in *Exhibit B* attached hereto and which are subject to fee-in-lieu-of-tax payments.

"Construction Fund of 1995" shall mean the fund of that name established pursuant to Section 4 herein.

"Custodian" shall mean the financial institution appointed pursuant to Section 6 herein.

"Lease Agreement" shall mean the Lease Agreement dated as of \_\_\_\_\_ 1, 199 between the Company or its assignee and the County.

"Reserve Fund Requirement" shall mean Maximum Annual Debt Service on the Series 1995 Bond.

"Series 1995 Bond" shall mean the Oconee County, South Carolina, Special Source Revenue Bond (Borg-Warner Automotive Powertrain Systems Corporation Project) Series 1995, in the aggregate principal amount of \$ \_\_\_\_\_ authorized to be issued hereunder.

"1995 Series A Project" shall mean the particular Project to be financed with the proceeds of the Series 1995 Bond described on *Exhibit A* attached hereto.

"1995 Series A Revenues" shall mean the Revenues of the County derived under the Park Agreement from the Company Project and pledged to secure payment of the Series 1995 Bond as specified in Section 9 herein.

Section 2. Authorization of Series 1995 Bond, Maturities, Interest Rates and Sinking Fund Provisions.

(a) There is hereby authorized to be issued a Series of Bonds designated "Oconee County, South Carolina, Special Source Revenue Bond (Borg-Warner Automotive Powertrain Systems Corporation Project) Series 1995 (the "Special Source Bond"), in the total principal amount of \$ \_\_\_\_\_, for the purpose of defraying the cost of the 1995 Series Project, so as to induce the Company to locate an industrial facility in the Park. The Series 1995 Bond shall mature on February 1 in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>
1998	\$
1999	
2000	
2001	
2002	
2003	
2004	
2005	
2006	
2007	

The Series 1995 Bond shall bear interest at a fixed rate per annum equal to \_\_\_\_%.

(b) The Special Source Bond shall originally be dated its date of initial issuance and shall be issued as a fully registered.

(c) Principal of the Special Source Bond shall be payable at the principal office of the Bank beginning February 1, 199\_. Interest on the Special Source Bond shall be payable semiannually on February 1 and August 1 of each year, commencing August 1, 199\_, in each case to the Holder as of the immediately preceding Record Date, such interest to be paid by check or draft mailed to the Holder at the address as it appears on the Books of Registry.

(d) The Special Source Bond and the assignment provisions pertaining thereto shall be in substantially the form set forth in the Master Ordinance, with such necessary or appropriate variations, omissions and insertions as are incidental to the series, numbers, denominations, maturities, interest rate or rates, redemption provisions, the purpose of issuance and other details thereof or as are otherwise permitted or required by law or by the Master Ordinance, including this Supplemental Ordinance.

Section 3. Optional Redemption of Special Source Bond. The Special Source Bond shall be subject to redemption without premium prior to maturity, at the option of the County, as a whole at any time, or in part from time to time on any February 1 or August 1 in such order of their maturities as the County may determine.

Section 4. Construction Fund of 1995. There is hereby created and established the Construction Fund of 1995, which fund shall be held by the County Treasurer. Withdrawals from the Construction Fund shall be made by written authorization of the Authorized Representative of the Company and approved by the County Supervisor/Chairman or his designee and \_\_\_\_\_ (the "Bank"). The County hereby authorizes the Custodian to disburse the moneys in the Construction Fund of 199\_ and to pay such moneys to the persons entitled thereto in accordance with Section 8 hereby and such written authorization as may be requested by the County. All interest earnings may, at the option of the County, be retained in the Construction Fund or applied to pay interest on the Special Source Bond.

Section 5. Certain Findings and Determinations. The County hereby finds and determines:

(a) This Supplemental Ordinance supplements the Master Ordinance, constitutes and is a "Supplemental Ordinance" within the meaning of such quoted term as defined and used in the Master Ordinance, and is enacted under and pursuant to the Master Ordinance.

(b) The Special Source Bond constitutes and is a "Bond" within the meaning of the quoted word as defined and used in the Master Ordinance.

(c) The Series 1995 Revenues pledged under the Master Ordinance and this Supplemental Ordinance are not encumbered by any lien and charge thereon or pledge thereof, other than the lien and charge thereon and pledge thereof created by the Master Ordinance and this Supplemental Ordinance for payment and security of the Special Source Bond.

(d) There does not exist an Event of Default, nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute such Event of Default.

(e) The period of usefulness of the Park is in excess of twelve (12) years.

Section 6. Designation of Custodian of Construction Fund of 1995. The Council hereby designates the Bank as Custodian of the Construction Fund of 1995.

Section 7. Sale and Issuance of Special Source Bond.

(a) The County hereby finds and determines that the purchase contract submitted by the Bank for the purchase of the Special Source Bond is fair and reasonable and in the best interest of the County; that the Special Source Bond shall be sold to the Special Source Bond Purchaser at a purchase price of not exceeding \$\_\_\_\_\_ and upon the terms and conditions set forth in the Purchase Contract and upon the basis of the representations therein set forth, and that all conditions precedent to, or concurrent with, the acceptance of the Purchase Contract by the County have been or shall be met.

(b) A copy of this Supplemental Ordinance shall be filed with the minutes of this meeting.

(c) The County hereby authorizes and directs all of the officers and employees of the County to carry out or cause to be carried out all obligations of the County under the aforesaid Purchase Contract and to perform such other actions as they shall consider necessary or advisable in connection with the issuance, sale and delivery of the Special Source Bond.

(d) Such persons as the Supervisor/Chairman of the Council shall designate may exercise the foregoing powers and duties of the Supervisor/Chairman of the Council in lieu thereof.

(e) The County hereby authorizes the use of the Master Ordinance (including this Supplemental Ordinance) and the information contained therein in connection with the purchase of the Special Source Bond by the Bank.

Section 8. Disposition of Proceeds of Special Source Bond and Certain Other Moneys. The proceeds derived from the sale of the Special Source Bond shall be deposited with the Custodian for deposit in the Construction Fund of 1995 and used for the following purposes:

(a) To pay the Cost of Acquisition and Construction of the Project (including capitalized interest); and

(b) To pay Cost of Issuance.

Accrued interest and capitalized interest shall be deposited in the Interest Account in the Debt Service Fund which shall be held by the County Treasurer and applied to pay interest due from the date hereof to February 1, 199\_.

Each requisition submitted to the Construction Fund shall be signed by the Authorized Representative of the Company and approved by the County Finance Director and the Bank as holder of the Special Source Bond.

Section 9. Security. The Special Source Bond is secured by the 1995 Series A Revenues which shall consist of all fee payments derived by the County pursuant to the Park Agreement from the 1995 Company Project and shall be subject to no prior liens or encumbrances other than provided under the Master Ordinance and this Supplemental Ordinance. The Special Source Bond is further secured by a security interest in the Construction Fund, Revenue Fund and Debt Service Fund established for this Series of Bond.

Section 10. Lease Agreement. The Council authorizes the execution and delivery of a Lease Agreement dated the date of issuance of the Special Source Bond by and between the County and the Company with respect to the 1995 Series A Project.

Section 11. Further Actions. The Supervisor/Chairman of the Council, the Clerk of the Council and the County Attorney are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate issuance of the Special Source Bond and to carry out the intentions of this Supplemental Ordinance.

Section 12. Section Headings—Table of Contents. The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Supplemental Ordinance.

Section 13. Notices. All notices, certificates or other communications hereunder or under the Master Ordinance shall be sufficiently given and shall be deemed given when mailed by first-class, postage prepaid, addressed as follows:

If to the County:

Oconee County, South Carolina  
208 Booker Drive  
Walhalla, South Carolina 29691  
Attention: Norman D. Crain

The County may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 14. Effective Date. This Supplemental Ordinance shall become effective upon its enactment.

[Execution follows on next page]

Done and adopted by the County Council of Oconee County, South Carolina, this  
\_\_\_\_ day of \_\_\_\_\_, 199\_.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Norman D. Crain, Supervisor/Chairman, County  
Council of Oconee County, South Carolina

(SEAL)

ATTEST:

\_\_\_\_\_  
Opal O. Green, Clerk, County Council  
of Oconee County, South Carolina

Date of First Reading: December 19, 1995

Date of Second Reading:

Date of Public Hearing:

Date of Third Reading:

**EXHIBIT "A"**

**PROJECT DESCRIPTION**



EXHIBIT "B"

REAL ESTATE DESCRIPTION

[TO BE PROVIDED AT CLOSING]

G:\DOC\MGS\BORG-WAR\SUPP.ORD

ORDINANCE 95-11

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BY OCONEE COUNTY, SOUTH CAROLINA WITH BORG-WARNER AUTOMOTIVE POWERTRAIN SYSTEMS CORPORATION PROJECT; THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE EXECUTION OF THE AFORESAID LEASE AND THE COUNTY SECURING THE LEASE AND PRESCRIBING MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council, is empowered under and pursuant to the provisions of South Carolina Code Annotated, Title 4, Chapter 12 (1976), as amended (the "Act"), to acquire, own, lease and dispose of properties through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate in and remain in the State of South Carolina, and thus utilize and employ the manpower, agricultural products and natural resources of the State of South Carolina; and

WHEREAS, the County, subject to the approval of the State Board of Economic Advisors of South Carolina, is authorized by the Act to acquire and own property and to lease such property to a private entity for the purpose of promoting and inducing manufacturing enterprises within the State of South Carolina; and

WHEREAS, Borg-Warner Automotive Powertrain Systems Corporation, a Delaware corporation (the "Tenant"), in accordance with the provisions of an Amended Inducement Agreement by and between the Tenant and the County executed by the Tenant on November 30, 1995, and executed by the County on November 21, 1995, has determined that it desires to locate an industrial facility in the jurisdiction of the County; and

WHEREAS, in order to implement the public purposes enumerated in the Act and in furtherance thereof to assist the Tenant in locating an industrial facility within the State of South Carolina, the County has agreed to acquire land, buildings, machinery, equipment and furnishings from the Tenant under and pursuant to the Act to defray the cost of owning and operating a building or buildings and various machinery, apparatus, equipment, office facilities and furnishings constituting the project (the "Project"), and in connection therewith to lease the Project to the Tenant (the "Agreement") under and pursuant to the terms of a lease and financing agreement to be entered into between the County and the Tenant; and

WHEREAS, the County Council, having determined that the Project will provide stability and long term employment for people of the County and areas adjacent thereto and a substantial increase in payrolls and other public benefits incident to the conducting of industrial operations, proposes to execute and deliver the Agreement and to acquire and own property in a principal amount of not less than \$30,000,000 on or before December 31, 2000, and to be secured by and to contain such terms and provisions as are set forth in the Agreement, by and between the County and the Tenant; the proceeds from the Agreement to be disbursed (i) for the payment of costs incurred by the County or the Tenant in connection with the acquisition of the Project, and (ii) for the payment of related expenses, all as set forth in the Agreement; and

WHEREAS, the County Council, having determined as aforesaid that it will be of substantial public benefit to do so, proposes to make the Project available to the Tenant under and pursuant to the provisions of a Lease Agreement, by and between the County and the Tenant, pursuant to which the Tenant is obligated (i) to make payments directly to the County in amounts sufficient to pay the basic rent, (ii) to maintain the Project in good repair at its own expense and to carry all proper insurance with respect thereto, and (iii) to make payments in lieu of taxes required by Sections 4-29-60 and 4-29-67 of the Act; and

WHEREAS, the acquisition and construction of the Project and the execution of the Agreement by the County as herein recited and provided have been duly approved by the South Carolina Board of Economic Advisors, by resolution duly adopted on \_\_\_\_\_, and will serve the intended purposes and in all respects conform to the provisions and requirements of the Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the following documents which the County proposes to execute and deliver:

1. The form of the Agreement by and between the County and the Tenant.
2. The form of the Escrow Agreement by and between the County and the Tenant

WHEREAS, it appears that each of the instruments above referred to, which are now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State of South Carolina by assisting the Tenant to locate an industrial facility in the State of South Carolina, the acquisition, by construction and purchase, of a building or buildings and various machinery, apparatus, equipment, office facilities and furnishings, all as a part of the Project is hereby authorized, ratified and approved.

Section 2. Pursuant to the authority of the Act, and for the purpose of defraying the cost of acquiring the Project, including necessary expenses incidental thereto, there is hereby authorized to be issued, and shall be executed, the Agreement in the principal amount of not less than Thirty Million Dollars (\$30,000,000). The Agreement shall be executed in fully recordable form. The Agreement shall provide for the payment of basic rent, administrative costs and expenses, additional rent and fees in lieu of taxes in immediately available funds, at the office of the County, or its assigns under the provisions of the Agreement. The final installment on the Agreement shall be payable upon termination of the Agreement at the office of the County or at such other place as may be designated by the County at that time.

Section 3. The Agreement shall be limited obligation of the County. The Project and any liens or financing agreements (other than the Agreement) shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers. Such limitation shall be plainly stated on the face of the Agreement.

Nothing in this Ordinance, the Agreement or the Escrow shall be construed as an obligation or commitment by the County to expend any of its funds other than (i) certain rents, fees and revenues derived from the Project, (ii) any proceeds accruing to the County on account of insurance on the Project under the Agreement, (iii) any moneys accruing to the County on account of any taking or condemnation of title to all or part of the Project, and (iv) any moneys arising out of the investment or reinvestment of said proceeds, rents, revenues or moneys.

Section 4. The Agreement and the Escrow Agreement shall be executed in the name of the County with the manual or facsimile signature of the Supervisor of the County shall be attested by the manual or facsimile signature of the Clerk of the County Council.

Section 5. The Agreement and the Escrow Agreement shall be in substantially the form set forth in the copies attached hereto, with necessary or appropriate variations, omissions and insertions as permitted or required by the Supervisor.

Section 6. The Agreement shall be executed in compliance with and under authority of the provisions of the Act and this Ordinance.

Section 7. While the Agreement shall remain outstanding, the County hereby covenants and agrees with the Tenant that it will not issue any notes, bonds or incur any obligations of any sort secured by a lien prior to the lien of the Agreement without first obtaining the written agreement of the Tenant.

Section 8. It is hereby found, determined and declared by the County Council, as follows:

(a) It is anticipated that the Project will benefit the general public welfare of the County by providing employment and other public benefits not otherwise provided locally;

(b) Neither the Project, the Agreement proposed to be issued by the County, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or a charge against its general credit or taxing power;

(c) The Project will be leased by the County to the Tenant upon terms which require the Tenant, at its own expense, to maintain the Project in good repair and to carry all proper insurance with respect thereto, and requires the Tenant to make the payments in lieu of taxes referred to in Sections 4-12-30 of the Act; and

(d) The fee-in-lieu of tax provided for in Sections 4-12-30 of the Act shall be based on a six (6) percent assessed rate for the Project.

(e) The millage rate used to determine the fee-in-lieu of tax due on the Project shall be fixed at the millage rate in affect as of June 30, 1995 for the term of the Agreement

Section 9. The form, terms and provisions of the Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this ordinance in its entirety. The Supervisor of the County and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of the County, and thereupon to cause the Agreement to be delivered to the Tenant and cause the Agreement to be recorded in the office of the Clerk of Court for Oconee County. The Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County

executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement now before this meeting.

Section 10. The Supervisor of the County and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Agreement, and the performance of all obligations of the County under and pursuant to the Agreement.

Section 11. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 12. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 199\_

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Norman D. Crain, Supervisor\Chairman,  
Oconee County, South Carolina

ATTEST:

\_\_\_\_\_  
Opal O. Green, Clerk, County  
Council of Oconee County,  
South Carolina

First Reading:	December 19, 1995
Second Reading:	January 16, 1996
Public Hearing:	January 16, 1996
Third Reading:	February 20, 1996

## STATE OF SOUTH CAROLINA

## COUNTY OF OCONEE

## RESOLUTION 95-43

A RESOLUTION TO RECOGNIZE AND HONOR COACH THOMAS S. BASS.

WHEREAS, Thomas S. Bass has served as coach of the Seneca High School Bobcat Football team for fifteen (15) years, amassing a record of one hundred thirty-nine (139) games won to fifty-two (52) games lost; and,

WHEREAS, Seneca High Bobcat Football Team, under the direction and leadership of Coach Thomas S. Bass has won the conference championship seven (7) times and advanced to the playoffs twelve (12) times, having advanced to the final four (4) on five (5) occasions; and,

WHEREAS, under the direction and leadership of Coach Bass, the Seneca High Bobcat Football Team has shut out its opponents on sixty-six (66) occasions; and,

WHEREAS, during the tenure of Coach Bass, forty-two (42) Bobcat Players have received football scholarships, ten (10) players have played in the Shrine Bowl and sixteen (16) players have played in the North/South Allstar Game; and,

WHEREAS, Coach Bass has served as Assistant Coach for the 1985 Shrine Bowl Game, the 1983 North/South Allstar Game and Head Coach in the 1991 North/South Allstar Game; and,

WHEREAS, Coach Bass has been named as Coach of the Year for the State of South Carolina on three (3) occasions and Conference



Coach of the Year on five (5) occasions and National Coach of the Year on one (1) occasion; and,

WHEREAS, the County Council of the County of Oconee desires to recognize and honor Coach Thomas S. Bass for his outstanding accomplishments;

NOW THEREFORE, be it resolved by the Oconee County Council, in session, duly assembled:

That Coach Thomas S. Bass is hereby recognized and honored for his outstanding accomplishments, achievements and contributions as Head Coach of the Seneca High School Bobcat Football Team.

Approved this \_\_\_\_\_ day of December, 1995 by a vote of \_\_\_\_\_ yes to \_\_\_\_\_ no.

OCONEE COUNTY, SOUTH CAROLINA

BY: \_\_\_\_\_  
NORMAN D. CRAIN  
SUPERVISOR-CHAIRMAN  
OCONEE COUNTY COUNCIL

ATTEST:

\_\_\_\_\_  
OPAL O. GREEN  
COUNCIL CLERK

## STATE OF SOUTH CAROLINA

## COUNTY OF OCONEE

## RESOLUTION 95-44

## A RESOLUTION TO RECOGNIZE AND HONOR THE 1995 SENECA HIGH SCHOOL BOBCAT FOOTBALL TEAM

WHEREAS, the Seneca High School Bobcat Football Team compiled a record of eleven (11) wins and three (3) losses for the 1995 Football Season; and,

WHEREAS, the 1995 Bobcat Football Team advanced to the final four (4) in the South Carolina State Playoffs; and,

WHEREAS, the 1995 Bobcat Football Team defeated the number one (1) ranked team in the State 4-A division; and,

WHEREAS, the 1995 Bobcat Football Team during the course of the season, defeated Clinton High School as well as Greer High School, the 1994 State Champion and number two (2) ranked team in the State of South Carolina for 1995; and,

WHEREAS, the 1995 Bobcat Football Team defeated Berea, the number three (3) ranked team in the State of South Carolina; and,

WHEREAS, the 1995 Bobcat Football Team, through its many game performances in Oconee County and throughout the State of South Carolina, has received overwhelming acclamation and support for its accomplishments; and,

WHEREAS, the Oconee County Council, as the governing body of Oconee County, South Carolina desires to recognize and honor the 1995 Bobcat Football Team;

NOW THEREFORE, be it resolved by the Oconee County Council, in session, duly assembled:

That the 1995 Seneca High School Bobcat Football Team is hereby recognized and honored for its outstanding accomplishments and achievements.

Approved this \_\_\_\_\_ day of December, 1995 by a vote of \_\_\_\_\_ yes to \_\_\_\_\_ no.

OCONEE COUNTY, SOUTH CAROLINA

BY: \_\_\_\_\_  
NORMAN D. CRAIN  
SUPERVISOR-CHAIRMAN  
OCONEE COUNTY COUNCIL

ATTEST:

\_\_\_\_\_  
OPAL O. GREEN  
COUNCIL CLERK

COOPERATIVE AGREEMENT  
APPENDIX "A"  
PLAN OF OPERATION  
INCREASED LAW ENFORCEMENT SERVICES

1. Law enforcement service shall be performed at Hartwell Lake, Oconee County, South Carolina, in the following recreation areas:

- |                     |   |
|---------------------|---|
| a. Choestoea        | h. Mullins Ford                               |
| b. Coneross         | i. Oconee Point                               |
| c. Fair Play        | j. Prathers Bridge & Tugaloo<br>Indian Mounds |
| d. 123 Fishing Pier | k. Tabor                                      |
| e. Friendship       | l. PU 46 River Area*                          |
| f. Lawrence Bridge  |   |
| g. Martin Creek     |   |

\* Patrol only when time and manpower allow.

2. The normal law enforcement services to be provided by the Cooperator without reimbursement by the Government are as follows:

- a. Intermittent patrols to the most heavily used areas.
- b. Response to emergency or special assistance calls as needed.

3. The cooperator agrees to provide increased law enforcement services, which are reimbursable from the government, by providing a trained and qualified deputy with one official vehicle at locations identified in Paragraph 1 above and in accordance with the following:

a. Tour of duty for deputies will be from March 9, 1996, until October 27, 1996. Patrols will be 8-hour shifts (excluding lunch breaks) and will be performed according to the following frequencies. Actual times of patrols will be established prior to each month and will be given to the Cooperator by the Contracting Officer's Representative.

March 9 - April 28, 1996 - Three 8-hour patrols (Fri., Sat., and Sun.)

May 1 - September 2, 1996 - Five 8-hour patrols within a 7-day period. (Including Fri., Sat., and Sun.)

September 6 - October 27, 1996 - Three 8-hour patrols (Fri., Sat., and Sun.)

In addition to the above schedule in Paragraph 3A., an 8-hour patrol will be conducted on May 27, July 2, and September 2, 1996.

b. Areas "a" through "k" in Paragraph 1 shall be patrolled a minimum of once during each shift. A full 8-hour patrol is required for each shift. Mutually agreed upon exceptions may be made to this schedule to respond to unusual circumstances or conditions (i.e., foot patrols, road checks, etc.).

4. An orientation program will be conducted by Government personnel with all cooperating law enforcement personnel that patrol Government projects. At this orientation, the cooperator shall identify to the Government a person who will be the main contact person for dealings involving this agreement.

5. The Cooperator shall prepare a Daily Law Enforcement Log in accordance with Attachment No. 1. The log shall be a complete summary of findings and actions taken during patrols and completed by the person(s) performing a patrol. Large gaps in time between areas shall be explained on these logs. Completed logs must be submitted to justify claims for payment.

6. The Cooperator agrees to submit requests for payments through the Corps Coordinator for review and recommendations, and the Corps Coordinator shall forward all requests for payments to the Corps District office for further processing.

7. The Cooperator agrees to maintain radio communication capabilities with the Natural Resource Management personnel either by the use of agency equipment or by Government furnished equipment. The Cooperator will assume liability for any radio equipment issued by the Government that is lost or damaged due to carelessness or negligence. The Government will be responsible for the installation and maintenance of the radio equipment hand-receipted to the Cooperator.

8. Any incident occurring on public land or water which is of a serious nature or requires written documentation by the Cooperator should be reported to the Resource Manager's Office immediately or no later than the next normal work day. A written report will be submitted within 2 working days of the incident.

9. Monthly partial payments shall be made by the Government based upon the Cooperator's submittal of The Law Enforcement Invoice (Attachment No. 2). Incomplete Daily Law Enforcement Logs (Attachment No. 1) and large time frames which are unexplained may result in incomplete monthly payment. The extent of documentation necessary to support invoiced amounts will be mutually agreed upon by the Corps and the Cooperator. The request for payment shall be submitted to the Government within 5 working days subsequent to the month requested.

10. The Cooperator shall make available at its office all accounting records and supporting documentation for inspection and audit by an authorized representative of the Corps. Agreements are subject to audits requested by the Corps at intervals deemed appropriate.

Rate Schedule of Reimbursable Services

1. For the services in Paragraph 3 above, the Government agrees to pay the Cooperator at the rate of \$23.94 per hour. This includes the use of the official vehicle by the Cooperator which includes overhead, utilization and operation, maintenance, and repair of such vehicle as allocated for use under the contract. Payment will not be authorized for activities not directly related to actual lake patrols without prior approval from the Corps of Engineers.
2. Estimated cost for reimbursable services is \$26,430.00 for the period indicated in 3a above (increased law enforcement services). The Service Contract Act (SCA) and the Contract Work Hours and Safety Standards Act (CWHSSA), both apply to this cooperative agreement. The county agrees to pay its employees in accordance with the provision of these Acts. Accounting Classification: 96x3123 O&M General, CE, Civil, CC369013090001R YN.
3. In the event of termination, completion of the work, or completion of the agreement, the amount obligated by the Corps will be deobligated to the extent that the Cooperator has not incurred obligations.

Designated Representative

1. The following person is designated by the Government to make or receive requests for services under this agreement:

Kim Whipple, Chief Park Ranger  
U.S. Army Corps of Engineers, Hartwell Project  
Post Office Box 278  
Hartwell, Georgia 30643-0278  
Telephone: 706/376-4788 or 803/225-3832

2. The following person is designated by the Cooperator to make or receive requests for service under this agreement:

James Singleton  
Sheriff, Oconee County  
County Mail Room  
Walhalla, South Carolina 29691

3. Payments should be made payable to Oconee County.

---

Receipt is hereby acknowledged:

\_\_\_\_\_  
Sheriff, Oconee Co.,  
South Carolina

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman, Oconee Co.  
Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resource Manager

\_\_\_\_\_  
Date





ATTACHMENT NO. 2  
LAW ENFORCEMENT INVOICE  
FOR REPORTS REQUIRED UNDER THE COOPERATIVE AGREEMENT  
WITH THE U.S. ARMY CORPS OF ENGINEERS

CONTRACTOR (COUNTY): \_\_\_\_\_ PROJECT: HARTWELL

DEPUTIES NAME : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE	TOTAL HOURS	COST PER HOUR	TOTAL COST PER DAY
	X	=	
	X	=	
	X	=	
	X	=	
	X	=	
	X	=	
	X	=	

TOTAL = \_\_\_\_\_

I certify that the above bill is correct and just for payment

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

GRAND TOTAL = \_\_\_\_\_  
(ALL SHEETS)

COUNTY OF OCONEE  
ORDINANCE NO. \_\_\_\_

TO PROVIDE FOR WASTEWATER DISPOSAL, DISCHARGE LIMITS AND PROHIBITIONS,  
PRETREATMENT REQUIREMENTS, REVENUE, PERMITS AND REPORTING, SAMPLING,  
MONITORING AND ENFORCEMENT SEWER USE AND PRETREATMENT REGULATION

ARTICLE \_\_\_\_

SECTION 1 - INTRODUCTION

Section 1.1 - Purpose and Policy

Recent developments in both federal and state law have created increasing and more stringent requirements upon public wastewater treatment facilities and demand compliance to avoid incurring severe sanctions and penalties. The purpose of this Ordinance is to update requirements and to bring the Ordinance into compliance with the Federal Water Pollution Control Act Amendments of 1972 (P.L. 92-500) and subsequent amendments, including the Water Quality Act of 1987 (P.L. 100-4) together with the South Carolina Pollution Control Act and other State and federal statutes and regulations.

This Ordinance sets forth uniform requirements for discharges to the POTW and enables the Oconee County Sewer Commission (Commission) to comply with all applicable State and federal laws and the Pretreatment Regulations (40 CFR Part 403). The objectives of this Ordinance are: (1) To prevent discharges to the POTW which will interfere with the operation of the POTW or contaminate the resulting sludge; (2) To prevent discharges to the POTW which will pass through the system, inadequately treated, into receiving waters or the atmosphere; (3) To improve the opportunity to recycle and reclaim wastewaters and sludges; and (4) To protect Commission personnel and the general public; (5) To promote economic growth including residential and industrial development; and (6) To provide for equitable distribution of the cost of the wastewater disposal system. This Ordinance provides for the regulation of discharges to the POTW through the issuance of permits, authorizes enforcement of limitations and requirements, authorizes monitoring activities, compliance and enforcement activities, requires user reporting, and provides for the setting of fees for the equitable distribution of expenditures. This Ordinance shall apply to the Commission and to persons who are, by permit or agreement with the Commission, users of the POTW. Except as otherwise provided herein, the General Superintendent of Commission shall administer the provisions of this Ordinance.

Section 1.2 - Definitions

Unless the context indicates otherwise, the terms and phrases used in this Ordinance shall have the following meanings:

Act shall mean the Federal Water Pollution Control Act and amendments. (33 U.S.C. §1251 et seq.)

Authorized Representative of Industrial User shall mean: (1) A responsible corporate officer as defined in 40 CFR 403.12, if the Industrial User is a corporation; (2) A general partner or proprietor if the

Industrial User is a partnership or proprietorship, respectively; or (3) A duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the discharge originates, if authority to sign documents has been assigned or delegated to that individual in accordance with corporate procedures.

Billable Biochemical Oxygen Demand shall mean the discharge in pounds of BOD calculated using the billable flow and concentration of BOD in the wastewater in excess of 250 mg/l or as otherwise might be changed and shown on Exhibit "B".

Billable Chemical Oxygen Demand shall mean the discharge in pounds of COD calculated using the billable flow and concentration of COD in the wastewater in excess of three times the billable BOD or as otherwise might be changed and shown on Exhibit "B".

Billable Flow shall mean recorded water usage as determined by the appropriate water utility, plus measured water from wells and other sources, times the Commission approved percentage factor for wastewater entering the wastewater disposal system. Alternatively, industrial users may have their billable flow determined by continuously measuring their discharge in a manner approved by the Commission.

Billable Total Kjeldahl Nitrogen shall mean the discharge in pounds of TKN calculated using the billable flow and concentration of TKN in the wastewater in excess of 30mg/l or as otherwise might be changed and shown on Exhibit "B".

Billable Total Suspended Solids shall mean the discharge in pounds of TSS calculated using the billable flow and concentration of TSS in the wastewater in excess of 250 mg/l or as otherwise might be changed and shown on Exhibit "B".

Billable Total Phosphorus shall mean the discharge in pounds of total phosphorus calculated using the billable flow and concentration of total phosphorus in the wastewater in excess of 7 mg/l. or as otherwise might be changed and shown on Exhibit "B".

Biochemical Oxygen Demand shall mean the quantity of oxygen, expressed in milligrams per liter utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five days at twenty degrees Centigrade.

Building Drain shall mean that part of the lowest horizontal piping of a drainage system which receives wastewater and is located inside the walls of a building and conveys the wastewater to the building sewer, which begins five feet outside the building wall.

Building Sewer shall mean the extension from the building drain to the sanitary sewer or other discharge location.

Chemical Oxygen Demand shall mean the total amount of oxygen required to oxidize the organic matter in a waste as prescribed in 40 CFR, Part 136 or equivalent methods approved by EPA.

Color shall mean the color value obtained by the ADMI colorimetric method as approved by 40 CFR Part 136 or equivalent methods approved by EPA.

Combined Sewer shall mean a sewer intended to receive both wastewater and storm or surface water.

Commission shall mean the Oconee County Sewer Commission.

Cooling Water shall mean the water used for air conditioning, refrigeration, or other cooling applications.

County shall mean the County of Oconee.

Direct Discharge shall mean the discharge of wastewater directly to the waters of the State.

Enforcement Management Strategy shall mean the methods and mechanisms for achieving enforcement under this Ordinance as set forth in Attachment C.

Environmental Protection Agency shall mean the United States Environmental Protection Agency or, where appropriate, the Administrator or other duly authorized official of the EPA.

Floatable Oil shall mean oil, fat, or grease in a physical state such that it will separate by gravity from wastewater.

Garbage shall mean the animal or vegetable wastes from the domestic and commercial preparation, cooking, and dispensing of food, and from the commercial handling, storage, and sale of produce.

General Superintendent shall mean the person designated by the Commission to manage the activities and responsibilities of the Commission, or his duly authorized representative.

Headworks Analysis shall mean an evaluation of the capability of the POTW to receive pollutants performed in accordance with DHEC and EPA regulations.

Holding Tank Waste shall mean any wastewater from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum pump tank trucks.

Indirect Discharge shall mean the discharge of nondomestic pollutants from any source regulated under Section 307(b) or (c) of the Act to the POTW.

Industrial User shall mean a source of indirect discharge which does not constitute a "discharge of pollutants" under regulations issued pursuant to Section 402 of the Act.

Infiltration shall mean the extraneous groundwater entering the wastewater disposal system through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls.

Inflow shall mean the surface water entering the wastewater disposal system from such sources as, but not limited to: roof leaders; cellar, yard and area drains; foundation drains; unpolluted cooling water discharges; drains from springs and swampy areas; manhole covers; cross connections from storm sewers and/or combined sewers; catch basins; storm waters; surface runoff; street wash waters, or drainage.

Interference shall mean the inhibition or disruption of the POTW treatment processes or operations which contributes to a violation of any requirements of the POTW's NPDES Permit. The term includes

prevention of sewage sludge use or disposal by the POTW in accordance with 405 of the Act, or any criteria, guidelines, or regulation developed pursuant to the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA), the Clean Air Act, the Toxic Substances Control Act, or more stringent State criteria (including those contained in any State sludge management plan prepared pursuant to Title IV of SWDA) applicable to the method of disposal or use employed by the POTW.

Local Limitation shall mean a more stringent local standard imposed by DHEC or the Commission.

Medical Waste shall mean isolation wastes, infectious agents, human blood and blood byproducts, pathological wastes, sharps, body parts, fomites, etiologic agents, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes and dialysis wastes.

National Categorical Pretreatment Standard shall mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act which applies to a specific category of Industrial Users.

National Pollutant Discharge Elimination System Permit shall mean a permit issued for discharge to the navigable waters of the United States.

Natural Outlet shall mean any outlet into a watercourse, pond, ditch, lake, or other surface water or groundwater.

New Source shall mean any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which is commenced after the publication of proposed National Categorical Pretreatment Standards under Section 307(c) of the Act which will be applicable to such source, if such standard is thereafter promulgated in accordance with that Section, with the provisions stipulated in 40 CFR 403.3(k).

Operation and Maintenance Costs shall mean all costs, direct and indirect, not including debt service and capital related expenditures, but inclusive of expenditures attributable to administration, monitoring, inspections, reviewing applications, maintenance of equipment, and treatment and collection of wastewater, necessary to assure adequate wastewater collection and treatment on a continuing basis which conforms to applicable regulations and assures optimal long term facility management.

Pass Through shall mean a discharge which exits the POTW into waters of the U.S. in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Commission's NPDES permit (including an increase in the magnitude or duration of a violation).

Person shall mean any individual, partnership, co-partnership, firm, company, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by context.

pH shall mean the term used to express the intensity of the acid or base condition of a solution as prescribed in 40 CFR, Part 136, or equivalent methods approved by EPA.

Pollutant shall mean any dredged spoil, solid waste, incinerator residue, sewage, garbage, sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, and industrial, commercial, agricultural waste, or other pollutant, including the characteristics of wastewater (i.e. pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, odor) as may be defined by EPA or DHEC Regulations, discharged into water.

Pollution shall mean the man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water.

Pretreatment shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging such pollutants to the POTW. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes of other means, except as prohibited by 40 CFR Section 403.6(d).

Pretreatment Requirements shall mean any substantive or procedural requirement related to pretreatment, other than a National Categorical Pretreatment Standard imposed on an Industrial User or Local Limitation.

Private Sewer shall mean a sewer which is not owned by a public body.

Public Sewer shall mean a trunk or transportation sewer line or sewer facilities which is owned and controlled by the Commission or a collection of lateral lines or adjunct facilities owned and controlled by the cities.

Publicly Owned Treatment Works (POTW) shall mean treatment works as defined by Section 212 of the Act, which is owned by the Commission. This definition includes any sewers that convey wastewater to the POTW treatment plant, but does not include pipes, storm sewers or other conveyances not connected to a facility providing treatment.

Qualified Laboratory shall mean laboratories currently certified by the State to perform wastewater analyses.

Sanitary Sewer shall mean a sewer which carries wastewater.

Shall is mandatory and requires compliance: May is permissive.

Significant Industrial User shall mean any Industrial User of the POTW who (1) is subject to National Categorical Pretreatment Standards; (2) discharges an average of 25,000 gallons per day or more of process wastewater to the POTW; (3) discharges more than five percent or more of any design or treatment capacity of the POTW; or (4) is found by the Commission, DHEC, or EPA to have a reasonable potential for adversely affecting, either singly or in combination with other discharges, on the wastewater disposal system, the quality of sludge, the system's effluent quality, the receiving stream, or air emissions generated by the system.

Significant Noncompliance shall mean a violation of discharged limitations that meets one or more of the following criteria or a violation of compliance schedule milestones or reporting requirements. These

include chronic violations in which sixty-six percent or more of all the measurements taken during a six-month period exceed by any magnitude the daily maximum or average limit for the same pollutant; or technical review criteria (TRC) violations in which thirty-three percent or more of all the measurements taken during a six-month period for the same pollutant equal or exceed the product of the daily maximum limit or average limit multiplied by the applicable TRC (TRC = 1.4 for BOD, COD, TSS, fats, oils, and grease; and TRC = 1.2 for all other pollutants except pH; TRC violation for pH is when any measurement is less than 6.0 units unless other limits are approved by the General Superintendent). Significant noncompliance shall also mean a violation of a limit (daily maximum or average) that the General Superintendent determines has caused, alone or in combination with other discharges, interference or pass-through; which involves a failure to comply with compliance schedule milestones contained in permits, consent agreements, or administrative orders; which involves a failure to accurately report noncompliance; which has caused imminent endangerment to human health or welfare or to the environment; which involves a failure to comply with 30 days after the due date with the reporting requirements in discharge permits or this Ordinance and applicable regulations; which resulted in the Commission exercising its emergency authority; or which the General Superintendent determines adversely affects the operation of the POTW.

Slug Load shall mean any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in Section 4.1 Prohibited Discharges of this ordinance or any discharge of a nonroutine, episodic nature, including but not limited to, an accidental spill or a non-customary batch discharge.

Standard Industrial Classification (SIC) shall mean a classification pursuant to the current edition of the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget.


Standard Methods shall mean the laboratory procedures set forth in the latest edition of Standard Methods for the Examination of Water and Wastewater, prepared and published jointly by the American Public Health Association, American Water Works Association, and Water Pollution Control Federation or any other procedures recognized by the DHEC and EPA.

State shall mean the State of South Carolina.

Storm Sewer shall mean a sewer that carries only storm water, surface runoff, street wash, and drainage, and to which wastewater is not intentionally admitted.

Storm Water shall mean any flow occurring during or following any form of natural precipitation and resulting therefrom.

Suspended Solids shall mean the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory methods as prescribed by 40 CFR, Part 136, or equivalent methods approved by EPA, and referenced as non-filterable residue.

 Total Ammonia Nitrogen shall mean the total nitrogen and hydrogen NH<sub>3</sub> of a wastewater as prescribed by the latest edition of standard methods.

Total Kjeldahl Nitrogen shall mean the sum of organic nitrogen and ammonia nitrogen content of a

wastewater as prescribed in 40 CFR, Part 136, or equivalent methods approved by EPA.

Total Phosphorus shall mean the sum of the dissolved and suspended organic and inorganic phosphorus content of a wastewater as prescribed in 40 CFR, Part 136, or equivalent methods approved by EPA.

Toxic Pollutant or Substances shall mean any substances whether gaseous, liquid, or solid, which when discharged to the POTW in sufficient quantities may tend to interfere with any wastewater treatment process, or to constitute a hazard to the environment or recreation in the receiving waters of the effluent from the POTW. These substances include but are not limited to those 126 pollutants, or combination of those pollutants, listed as toxic in regulations promulgated by the EPA under the provisions of 307 (33 U.S.C. 1317) of the Act, or other acts.

Unpolluted Water shall mean water of sufficient quality that it would not be in violation of federal or State water quality standards if such water were discharged to waters of the State.

User shall mean any person who directly or indirectly discharges, causes or permits the discharge of wastewater to the POTW.

User Charge System shall mean the system of charges levied on users for the operation and maintenance costs of the wastewater disposal system by Commission.

Wastewater shall mean the combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, including cooling water, holding tank waste, and infiltration/inflow.

- (1) Sanitary Wastewater shall mean the combination of liquid and water carried wastes discharged from toilet and other sanitary plumbing facilities.
- (2) Industrial Wastewater shall mean a combination of liquid and water carried wastes discharged from any industrial establishment and resulting from any trade or process carried on in that establishment and shall include the wastes from pretreatment facilities and cooling water.

Wastewater Disposal System shall mean the land, structures, equipment and processes owned and controlled by the Commission (unless specified otherwise) required to collect, transport, and treat wastewater and to dispose of the effluent and accumulated residual solids.

Waters of the State shall mean all streams, lakes, ponds, marshes, water courses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State or any portion thereof.

### Section 1.3 - Abbreviations

The following abbreviations shall have the designated meanings:

<u>BOD</u>	- Biochemical Oxygen Demand
<u>CFR</u>	- Code of Federal Regulations



<u>COD</u>	- Chemical Oxygen Demand
<u>CWA</u>	- Clean Water Act
<u>DHEC</u>	- Department of Health and Environmental Control of the State of South Carolina
<u>EPA</u>	- Environmental Protection Agency
<u>gpd</u>	- Gallons Per Day
<u>mg/l</u>	- Milligrams Per Liter
<u>NPDES</u>	- National Pollutant Discharge Elimination System
<u>POTW</u>	- Publicly Owned Treatment Works
<u>RCRA</u>	- Resource Conservation and Recovery Act
<u>SIC</u>	- Standard Industrial Classification
<u>SWDA</u>	- Solid Waste Disposal Act
<u>TKN</u>	- Total Kjeldahl Nitrogen
<u>TSS</u>	- Total Suspended Solids
<u>USC</u>	- United States Code

## SECTION 2 - USE OF PUBLIC SEWERS

### Section 2.1 - Permits Required

Prior to connection to the Wastewater Disposal System, the applicant shall obtain approval from Commission. Application shall be made in writing on forms provided by the Commission. All new industries discharging industrial wastewater shall complete the application and obtain approval to connect and use the sewer facilities, regardless of the amount of discharge. All currently permitted industrial users shall apply for renewal of their permit by completing an industrial discharge application and submitting it to the General Superintendent at least 180 days prior to expiration of the current permit. The industrial discharge application shall be as provided by the General Superintendent. This application shall be obtained from the Commission. Facilities to be deeded to and accepted by the Commission shall be completed, construction requirements for engineering standards or regulations met, and be inspected and approved by the County Codes Department, and DHEC. New Industrial Users shall also complete an industrial discharge application provided by the General Superintendent.

### Section 2.2 - Responsibility for Costs

All costs and expense incident to the installation and connection of building sewers shall be borne by the Owner.

### Section 2.3 - Use of Public Sewers Required

It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property in areas under the jurisdiction of the Commission any human or animal excrement, garbage, or objectionable waste. It shall be unlawful to discharge to any natural outlet in areas under the jurisdiction of the Commission any wastewater, except where suitable treatment has been provided in accordance with subsequent provisions of this Ordinance and with regulations of the DHEC. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater. The Owner of all

houses, buildings or properties used for human occupancy, employment, recreation, or other purposes, abutting on any street, alley, or right-of-way in which there is a public sanitary sewer, is hereby required at the expense of the Owner to install suitable toilet facilities therein, and to connect such facilities directly with the public sewer in accordance with the provisions of this Ordinance, within ninety days after date of official notice to do so, provided that said public sewer is within three hundred feet of the property line. Under unusual or specific circumstances, the General Superintendent may waive this provision.

#### Section 2.4 - Sewer Material

All sewers, including building sewers, to be connected with or to discharge to the wastewater disposal system shall be constructed of one of the following:

- (1) Vitrified clay pipe complying with ASTM C200 and with compression type, flexible joint conforming to ASTM C425.
- (2) Ductile iron pipe with a mechanical or push-on joint as described in ANSI A21.11.
- (3) ABS (acrylonitrile - butadiene - styrene) pipe and fittings conforming to ASTM D2661.
- (4) PVC (polyvinyl chloride) pipe and fittings conforming to minimum requirements of ASTM D3034, heavy wall, joint quality to conform with ASTM C425.
- (5) Other materials specifically approved in writing by the General Superintendent.

#### Section 2.5 - Certain Connections Prohibited

(a) Connection Not Allowed To Sewer

No person shall make any connection of roof downspouts, exterior foundation drains, area drains, or other sources of inflow, infiltration, or other unpolluted waters to a building sewer or building drain which in turn is connected, directly or indirectly, to a sanitary sewer.

(b) Connection Not Allowed To Storm Sewers

No sanitary wastewater shall be discharged into a storm sewer.

#### Section 2.6 - Multiple Connections Through One-Building Sewer

A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no sanitary sewer is available nor can be constructed to the rear building through an adjoining alley, court, yard or driveway. The building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

#### Section 2.7 - Use of Old Building Sewers

Old building sewers may be used in connection with new buildings only when they are found, upon examination and testing to meet all requirements of this Ordinance.

### Section 2.8 - Compliance with Other Regulations

The size, slope, alignment, materials of construction, excavating methods, pipe placement, jointing, testing and backfilling shall all conform to the building code, plumbing code and all other regulations of the County. In the absence of other provisions, the materials and procedures set forth in ASCE-Manuals and Reports on Engineering Practice-No. 60 and WPCF-Manual of Practice No. FD-5 shall govern. All joints of the building sewer shall be tight and waterproof. The building sewer shall pass a low pressure air test as specified in ASTM C828. The General Superintendent reserves the right to determine which testing procedure shall be used for a given installation.

### Section 2.9 - Connection of Building Sewer to Public Sewer

Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, wastewater carried by such building drain shall be lifted by a means approved by the Commission and discharged to the building sewer. The connection of the building sewer into the public sewer shall conform to the requirements of applicable building and plumbing codes and other applicable rules and regulations of the Commission. All such connections shall be made gastight and watertight. Any connection to a public sewer shall be made at an existing manhole where possible. Any deviation from the prescribed procedures and materials must be approved by the General Superintendent before installation.

### Section 2.10 - Supervision of Building Sewer Construction

The applicant for the building sewer permit shall notify the Commission when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the Commission. All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Commission. Construction shall comply with the provisions of PL 91-596, the Occupational Health and Safety Act of 1970.

### Section 2.11 - Special Interceptors

Grease, oil, and sand interceptor sewers shall be provided when, in the opinion of the General Superintendent, they are necessary for the proper handling of liquid wastes containing floatable oil in excessive amounts, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the General Superintendent, and shall be located as to be readily and easily accessible for cleaning and inspection. Where installed, all grease, oil and sand interceptors shall be maintained by the Owner at his expense in continuously efficient operation at all times. In the maintaining of these interceptors, the Owner shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal which are subject to review by the Commission, the State, the County, or the General Superintendent. Any removal and hauling of collected

materials shall be performed according to applicable State, federal, and local regulations.

#### Section 2.12 - General Guidance

Commission approval of plans and specifications for expansion or modification to treatment works shall be generally based on the Recommended Standards for Sewage Works (commonly referred to as "Ten States Standards"), as modified by the Commission, and these Standards and the modifications are recommended for use by any entity developing facilities for connection to the wastewater disposal system.

#### Section 2.13 - Connection Constitutes Consent

Connection to the Commission's system shall constitute consent and agreement by the user to be bound by and to abide with all of the Commission's rules and regulations.

### SECTION 3 - PRIVATE WASTEWATER DISPOSAL

#### Section 3.1 - Responsibility for Construction and Operation

Where a public sanitary sewer is not available according to the provisions of this Ordinance, building sewers shall be connected to private wastewater disposal systems subject to the requirements of the County or DHEC. Where the Owner desires the Commission to assume responsibility for the operation and maintenance of new treatment works, trunklines or lift stations, all such facilities shall be designed and constructed in accordance with the Commission's requirements and shall be subject to their review and approval and be in compliance with any applicable DHEC requirements. The Commission, subject to Commission policies, may assume responsibility for the operation and maintenance costs of treatment systems and lift stations upon such terms and conditions as it deems appropriate.

#### Section 3.2 - Tank Truck Hauler

The contents of a tank truck operated by a DHEC licensed hauler of holding tank waste shall be discharged to the POTW only at a location approved by the General Superintendent. The discharge of such wastes shall be subject to the procedures and limitations established by the General Superintendent, and to fees as are established or may be established from time to time by the Commission. The initial fees are shown on Attachment B of this Ordinance. Future fees shall be published by the Commission and incorporated into Attachment B. Such wastewater must have prior written approval of the General Superintendent before being discharged. The discharge of these wastes shall be subject to the procedures, limitations, and fees set by the General Superintendent in his letter of acceptance, and a copy of this letter shall be attached to the tank truck content disposal form. No toxic materials or petroleum based grease and oils shall be accepted. The licensed hauler shall provide the information requested on a Discharge Disposal Permit Form as shown in Attachment A of the Ordinance. Only wastes originating within the Commission's boundaries or Oconee County may be accepted.

#### Section 3.3 - Requirements of Other Authorities

No requirement contained in this Section shall be construed to relieve the applicant of any additional

requirements that may be imposed by other authorities having legal jurisdiction.

## SECTION 4 - PROHIBITIONS AND LIMITATIONS ON WASTEWATER DISCHARGES

### Section 4.1 - Prohibited Discharges

It shall be unlawful for any person to discharge wastewater which causes a hazard to human life, creates a public nuisance, exceeds specific limitations set forth hereinafter, or causes pass through or interference. These general prohibitions apply to all such users of the POTW whether or not the user is subject to National Categorical Pretreatment Standards or any other federal, State, or local regulations or ordinances. When the General Superintendent determines that a user is discharging such wastewater, the General Superintendent shall advise the user of the potential impact of the discharge and develop effluent limitations for such discharge to protect the POTW. A user shall not discharge the following substances to the POTW:

- (1) Uncontaminated cooling water may be discharged to the storm sewer under the jurisdiction of the Commission in accordance with applicable DHEC requirements.
- (2) Liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. Wastewater shall not have a closed cup flashpoint of less than one hundred forty degrees Fahrenheit using test methods specified in 40 CFR 261.21. Materials specifically prohibited from discharge into the POTW include gasoline, kerosene, naphtha, fuel oil, lubricating oil, and any other substances which the Commission, State, or EPA has notified the user is a fire hazard or a hazard to the system.
- (3) Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference, such as, but not limited to: floatable oil, garbage with particles greater than one-half inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes.
- (4) Wastewater having a pH less than 5.0 units, unless other limits are approved by the General Superintendent, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the POTW.
- (5) Wastewater containing pollutants in sufficient quantity, either singly or by interaction with other pollutants which will cause interference, constitute a hazard to humans or animals, or create a toxic effect in the receiving waters of the POTW.
- (6) Noxious liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance and repair.

- (7) Wastewater, liquid, or vapors having a temperature higher than one hundred fifty degrees Fahrenheit, or results in a temperature higher than one hundred four degrees Fahrenheit at the influent to the POTW or heat in such an amount as will inhibit biological activity in the POTW and result in interference.
- (8) Wastewater containing radioactive wastes or isotopes of such halflife or concentration as may exceed limits established by applicable federal or State regulations.
- (9) Wastewater which constitutes a slug discharge as defined herein.
- (10) Substances which may cause the POTW's effluent or any other product of the POTW such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the process. In no case shall a substance discharged to the POTW cause the POTW to be in noncompliance with sludge use or disposal criteria, guidelines, or regulations developed under Section 405 of the Act; any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the SDWA, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management method being used.
- (11) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that may cause interference or pass-through.
- (12) Any pollutants which result in the presence of toxic gases, vapor or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
- (13) Any trucked or hauled pollutants not authorized under Section 3.2.
- (14) Any wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent thereby violating the Commission's NPDES permit. Color (in combination with turbidity) shall not cause the treatment plant effluent to reduce the depth of the compensation point for photosynthetic activity by more than 10 percent from the seasonably established norm for aquatic life.
- (15) Any sludges, screenings, or other residues from the pretreatment of industrial wastes.
- (16) Any medical wastes, except as specifically authorized by the General Superintendent in a wastewater discharge permit.
- (17) Any wastewater causing the treatment plant's effluent to fail a toxicity test.
- (18) Any wastes containing detergents, surface active agents, or other substances in sufficient concentrations which may cause excessive foaming in the POTW.

The Commission may establish limitations and requirements which are more stringent than those required by State or federal regulations.

#### Section 4.2 - Conditionally Prohibited Discharges

HWBB - 12/15/95

Certain discharges may be prohibited in the event the General Superintendent determines it necessary to protect the POTW, receiving stream, or that the discharge will endanger lives, limbs, public property, or constitute a nuisance. The General Superintendent may revise the limitations established in this section if, in his opinion, different limitations are necessary to meet the above objectives. Wastewater as described below shall not be discharged to the POTW without the prior written approval of the General Superintendent.

(1) Grease and Oils:

A. Wastewater containing more than 100 mg/l of petroleum oil, cutting oils, coolants, or products of mineral oil origin (hydrocarbons).

~~B.~~ B. Wastewater containing more than 200 mg/l of oil or grease of animal or vegetable origin.

(Total recoverable grease and oils shall be measured in accordance with the approved methods specified in Table 1B. - List of Approved Inorganic Test Procedures, under Part 136 - Guidelines Establishing Test Procedures for the analysis of Pollutants in the latest edition of 40 CFR. The oils of petroleum or mineral origin shall be measured in accordance with procedures outlined in 5520F, as prescribed in the latest edition of Standard Methods for the Examination of Water and Wastewater. The difference between the hydrocarbon analysis and the total recoverable grease and oil analysis will be considered grease or oil of animal or vegetable origin.)

C. Wastewater containing substances which may solidify or become viscous at a temperature between 32 and 150 degrees Fahrenheit.

(2) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the General Superintendent in compliance with applicable State or federal regulations.

(3) Wastewater containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed.

(4) Holding tank waste.

(5) Wastewater with a pH less than 6.0 units or greater than 10.0 units.

Section 4.3 - National Categorical Pretreatment Standards or Local Limitations

Upon the promulgation of National Categorical Pretreatment Standards for an industrial subcategory, each National Categorical Pretreatment Standard, if more stringent than the corresponding limitation imposed under this Ordinance for sources in that subcategory, shall immediately supersede the limitations imposed under this Ordinance. The General Superintendent shall notify all affected users of the applicable reporting requirements under 40 CFR, Section 403.12. Commission shall develop and set all limitations, in accordance with applicable law and shall publish these limitations periodically. Compliance with categorical pretreatment standards for existing sources subject to such standards or for existing sources which hereafter become subject to such standards shall be within three years following promulgation of the standards unless a shorter compliance time is specified in the standard. Specific

pollutant limitation and compliance schedules shall be developed by the General Superintendent and made a part of the user's discharge permit. Compliance with National Categorical Pretreatment Standards or Local Limitations for new sources shall be required within ninety days of initiation of a discharge. The Commission operates several wastewater treatment plants and specific pollutant limitation will vary at the various plants. These specific limits and definitions of duration and maximums shall be on file at the Commission's office and available upon request. A current listing of the limitations developed and set by Commission is attached as Attachment A to this Ordinance. Future changes or additions to these limitations shall be developed, set and adopted by Commission and will be published, and when adopted by Commission be automatically incorporated into Attachment A.

#### Section 4.4 - Limitations on Wastewater Strength and Flow Rate

No person shall discharge wastewater in excess of the concentration or mass limit set forth in National Categorical Pretreatment Standards or Local Limitations or their wastewater discharge permit. The General Superintendent shall establish permit limitations on a case-by-case basis in accordance with DHEC and EPA regulations and an approved headworks analysis. Where appropriate and allowed by applicable regulations, the General Superintendent may impose both concentration and mass limitations on a discharge.

#### Section 4.5 - Revision of Limitations

The General Superintendent may impose limitations more stringent than the National Categorical Pretreatment Standards in wastewater discharge permits where it is necessary to comply with the objectives of this Ordinance.

#### Section 4.6 - Dilution Prohibition

Except where authorized by an applicable pretreatment standards, no user shall deliberately dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations developed by the Commission or State. This provision may be waived for National Categorical Pretreatment Standards or Local Limitations only if the standard or requirements specifically allow dilution and the General Superintendent determines the discharge would otherwise comply with the provisions of this Ordinance.

#### Section 4.7 - Accidental Discharge/Slug Control Plans

The General Superintendent may require an industrial user to develop and implement an accidental discharge/slug control plan. Users shall provide protection from accidental discharge of prohibited materials or other substances regulated by this Ordinance. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the expense of the Owner. When required, detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the General Superintendent for review, and shall be approved by the Commission and DHEC before construction of the facility. No person who commences discharge to the POTW after the effective date of this Ordinance shall be permitted to discharge until accidental discharge procedures have been approved by the General Superintendent. Review and approval of such plans and operating procedures shall not relieve the responsibility to modify the facility as necessary to meet the requirements of this Ordinance. In the case of an accidental discharge or a slug load, it is the responsibility of the user to



immediately notify the General Superintendent of the incident. The notification shall include location of discharge, type of waste, concentration and volume, and corrective actions.

Within five days following an accidental discharge or slug load, the user shall submit to the General Superintendent a detailed written report describing the cause of the discharge and the measures to be taken to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the wastewater disposal system, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this Ordinance or other applicable law.

The accidental discharge/slug control plan when required shall be submitted to the General Superintendent and to DHEC containing at a minimum the following:

- A. Description of discharge practices, including nonroutine batch discharges.
- B. Description of stored chemicals.
- C. Procedures for immediately notifying the POTW of any accidental or slug discharge. Such notification must also be given for any discharge which would violate any of the prohibited discharges.
- D. Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building of containment structures or equipment, measure for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

The General Superintendent at least once every two (2) years shall evaluate whether each Significant Industrial User needs such a plan.

#### Section 4.8 - Upset Provision, An Affirmative Defense.

(a) Definition.

For the purposes of this section, "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the Industrial User. An Upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(b) Effect of an Upset.

An Upset shall constitute an affirmative defense to an action brought for noncompliance with categorical Pretreatment Standards if the requirements of paragraph (c) are met.

(c) Conditions Necessary For Demonstrating Upset

Any user which experiences an upset in operations which places the user in a temporary state of noncompliance shall comply with the requirements of 40 CFR 403.16 if the user seeks to establish an affirmative defense of upset. The following information must be given to the General Superintendent within twenty-four (24) hours of becoming aware of the upset (if given orally, written submission must follow up within five (5) days):

- (1) Description of the upset, the cause thereof and the expected impact on the user's compliance status;
- (2) Duration of noncompliance, including exact dates and times of noncompliance, and if the noncompliance is continuing, the time by which compliance is reasonably expected to occur; and
- (3) All steps taken or to be taken to reduce, eliminate and prevent recurrence of such an upset or other conditions of noncompliance.

(d) User Responsibility in Case of Upset.

The Industrial User shall control production or all Discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails.

Section 4.9 - Notice of Process Change/Interruption of Operation

Notice by the user shall be given to the General Superintendent in advance or at the earliest possible time when normal operations of the industry as identified by the industry in its permit application will be interrupted for forty-eight hours or longer, when wastewater will not be discharged, or prior to implementation of a process change which will alter characteristics of the wastewater.

Section 4.10 - Pretreatment

4.10.1 Pretreatment Measures

Users shall provide pretreatment as required to comply with this Ordinance or discharge permit, and shall achieve compliance with this Ordinance and all pretreatment standards within the specified time limitations. Any facilities required to pretreat wastewater shall be constructed, operated, and maintained at the expense of the Owner. A permit to construct pretreatment facilities shall be obtained from DHEC. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the General Superintendent for review. Submittal of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the General Superintendent under the provisions of this Ordinance. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to the General Superintendent prior to the initiation of the changes.

#### 4.10.2 Additional Pretreatment Measures

A. Whenever deemed necessary, the General Superintendent may require industrial users to restrict their discharge during peak flow periods, designate that certain wastewater be discharge only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the industrial user's compliance with the requirements of this ordinance.

B. A Significant Industrial User may be required to install and maintain, on his property and at his expense, a suitable storage and flow control facility to insure equalization of flow over a period determined by the General Superintendent. The facility shall have a reasonable capacity for the daily discharge volume and shall be equipped with alarms and a rate of discharge controller, the regulation of which shall be directed by the General Superintendent. A wastewater discharge permit may be issued solely for flow equalization.

C. Grease, oil and sand interceptors shall be provided when, in the opinion of the General Superintendent, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential users. All interception units shall be of type and capacity approved by the General Superintendent and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned and repaired regularly, as needed, by the owner at his expense.

D. Industrial users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

#### Section 4.11 - Bypass, Affirmative Defense

Any user which bypasses treatment facilities as defined in 40 CFR 403.17 shall comply with the requirements of that section and applicable State and federal regulations. An Industrial User may allow a bypass to occur only when it does not cause National Categorical Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. If an Industrial User knows in advance of the need for a bypass, it shall submit prior notice to the General Superintendent, if possible at least ten days before the date of the bypass. An Industrial User shall submit oral notice of an unanticipated bypass that exceeds applicable pretreatment standards to the General Superintendent within 24 hours from the time the Industrial User becomes aware of the bypass. A written submission shall also be provided within five days of the time the Industrial User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The General Superintendent may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

The General Superintendent may take enforcement action against an Industrial User for a bypass, except

where the user establishes an affirmative defense of bypass. For this affirmative defense the user must show the following:

- (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastewater, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgement to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
- (3) The Industrial User submitted notices as required in this section.

The General Superintendent may approve an anticipated bypass, after considering its adverse effects if the General Superintendent determines that it will meet the conditions listed in this section.

#### Section 4.12 - Recovery of Preventative Expenses

When any discharge in the opinion of the General Superintendent appears to be in violation of Section 4, Prohibitions and Limitations on Wastewater Discharges, to the extent that the discharge may cause an interference with, or have an adverse impact upon, the operation of facilities, the Commission may act to take preventative action. All costs and expenses, losses and damages, including the reasonable value or cost of the use of Commission personnel and equipment caused or incurred by the implementation of preventative measures shall be charged to and paid by the discharger.

## SECTION 5 - REVENUE SYSTEM

### Section 5.1 - Fees and Charges

Fees shall be assessed to users for discharges to the POTW and for executing or enforcing the provisions of this Ordinance. These charges shall be developed, set and adopted by the Commission no less frequently than biennially in accordance with the User Charge System policies of the Commission and applicable federal and state statutes. Charges may be developed for the following purposes:

- (1) Industrial monitoring, inspections, and surveillance procedures;
- (2) Reviewing accidental discharge procedures and construction;
- (3) Reviewing permit applications;
- (4) Reviewing appeals;
- (5) Special industrial discharges;
- (6) Recovering capital related expenditures or retiring bonded indebtedness;
- (7) Other charges, including user charges based on billable flow and excessive pollutant discharges to the POTW, necessary to recover the operation and maintenance costs of the wastewater disposal system.
- (8) Availability, impact, and connection fees or similar fees to recover, or to provide for, capital costs expended for the system and/or its expansion.

Current fees and charges of Commission are shown upon Attachment B. Future charges and fees as are set and developed by Commission will be published by the Commission and when adopted by Commission be automatically incorporated into an Attachment B.

## SECTION 6 - DISCHARGE PERMITS AND REPORTING

### Section 6.1 - Wastewater Discharge Permits

#### (1) Application Requirements

Any person desiring to discharge industrial wastewater shall complete an official application and file it with the Commission together with permit approval from any city having jurisdiction. Approval shall be evidenced by written notice from the General Superintendent. The person shall provide all data required by the current official application, copies of which shall be obtained from the General Superintendent. The General Superintendent shall evaluate the data and may require additional information. After evaluation and acceptance of the data provided, the General Superintendent may grant permission to discharge subject to the terms and conditions provided herein. The General Superintendent may issue a permit with specific limitations different from those listed in this Ordinance if he determines that the discharge will otherwise comply with the remaining provisions in this Ordinance. All significant Industrial Users shall obtain a permit to discharge to the POTW. Authorized representatives of significant Industrial Users shall sign the permit application. Significant Industrial Users which through changes in the use of the premises or water usage cause a significant change in wastewater volume, strength, or characteristic shall submit a new application prior to making the change or alteration.

Applicable persons and users shall complete and submit an application, accompanied by any application fee in the amount prescribed, including the following information:

- (a) Name, address, and location (if different from the address) of the facility, name of the operator and owner;
- (b) Applicable SIC number(s) and a list of any environmental control permits held by or for the facility;
- (c) Analytical data on wastewater constituents and characteristics including but not limited to those mentioned in this Ordinance;
- (d) Time and duration of discharge;
- (e) Average daily wastewater discharge rates, including daily, monthly and seasonal variations if any;
- (f) Schematic site, floor, mechanical and plumbing plans, with details to show all drains, sewers, sewer connections, and appurtenances by the size, location and (if available) elevation (these must show point of discharge to the POTW);

- (g) Description of activities, facilities and plant processes on the premises unless subject to the confidentiality provisions of Section 6.4;
- (h) Where known, the nature and concentration of any pollutants in the wastewater which are limited by any local limitations, or National Categorical Pretreatment Standards, a statement regarding whether or not the person is complying or will comply with National Categorical Pretreatment Standards on a consistent basis and, if not, whether additional pretreatment or operational modifications are required to comply with applicable limitations or National Categorical Pretreatment Standards, or Local Limitations;
- (i) If additional pretreatment or operational modifications will be required to comply with limitations or National Categorical Pretreatment Standards or Local Limitations, the shortest schedule by which the person will comply;
- (j) Where required to develop pretreatment standards, a brief description of each product produced by type, amount, process or processes and rate of production;
- (k) Where required to develop pretreatment standards, type and amount of raw materials processed (average and maximum per day);
- (l) Hours of operation of plant, and proposed or actual hours of operation of pretreatment facilities;
- (m) Any other information as may be deemed by the General Superintendent to be necessary to evaluate the permit application.
- (n) **Application Signatories and Certification.** All wastewater discharge permit applications and industrial user reports must contain the following certification statement and be signed by an authorized representative of the industrial user.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

The General Superintendent shall review the application, conduct an on-site inspection of the plant and any pretreatment facilities, and shall prepare a written evaluation and tentative determination to issue or deny the permit. If the tentative determination is to issue the permit, the General Superintendent shall draft the permit in accordance with the Regulation and State regulations. A synopsis of the application shall be prepared by the General Superintendent for submission to the applicant, the DHEC, and to the public upon request. The contents of such shall include a sketch or detailed description of the process if not in violation of Section 6.4 on

confidentiality and pretreatment facilities including the location of all points of discharge to the POTW and all compliance monitoring points. This shall also include the rate or frequency of the proposed discharge, average daily flow, average daily discharge in pounds of any limited pollutant and any pollutant identified in the application as known or suspected present, and the basis for the pretreatment limitations including the documentation of any calculations in applying National Categorical Pretreatment Standards or Local Limitations, and all other information required by the State. The user shall have thirty days from the receipt of the draft permit to review and comment on the draft permit. The General Superintendent shall issue the final permit at the end of the comment period.

(2) Hearings

Any person whose permit is denied, or is granted subject to conditions he deems unacceptable, shall have the right to request an Adjudicatory Hearing under the procedures provided in Section 8 and the Enforcement Management Strategy, Attachment "C", *mutatis mutandis*, except insofar as that procedure relates to appeals from the decision of the hearing examiner. After a determination is made by the hearing examiner in any case other than an enforcement proceeding, any party may apply to the Commission for a review of the determination of the hearing examiner prior to a final decision in the matter by the Commission. However, application must be submitted in writing within fifteen (15) days of receipt of the determination stating specifically the grounds of objection to such determination. The Commission may on its own motion take up the review of the determination of the hearing examiner at a regularly scheduled Commission meeting. On the basis of the complete record of proceedings and testimony and evidence presented before the hearing examiner, his or her determination shall be affirmed, modified, or set aside by the Commission in a final decision on the matter.

The Commission will review the determination of the hearing examiner in the following manner:

1. Briefs may be submitted to the Commission by the parties but are not required unless specifically requested by the Commission.
2. All briefs shall be submitted to the Commission at least fifteen (15) days prior to the scheduled meeting with ten (10) separate copies. Briefs shall state specifically the grounds for affirmation, modification, or denial of the determination of the hearing examiner. Reply briefs may be filed five (5) days before the Commission meeting.
3. Oral arguments shall be limited in duration to not more than one (1) hour, or as otherwise provided by the Commission, from each party in the hearing, including intervening parties.
4. A full and complete record shall be kept of all proceedings and reported and transcribed by a qualified reporter furnished by the Authority. A copy of the transcript may be requested by any interested party, who shall pay the cost of preparing such transcript.
5. The Commission, at its discretion, may require a reopening of the adjudicatory hearing before the hearing examiner for the taking of additional testimony upon all issues or particular issues prior to its final decision on the determination of the hearing examiner.

6. The Commission will make its decision upon the record presented by the hearing examiner alone, unless the Commission determines it needs additional evidence during its consideration. In such event a proper opportunity for rebuttal by the party will be granted.

Any party aggrieved by a final decision of the Commission, other than in an enforcement case, may appeal such decision to the Court of Common Pleas in the county in which the Commission is located under the same guidelines applied to state agencies which are set forth in S. C. Code Ann. §1-23-380.

(3) Permit Modifications

Within nine months of the promulgation of a National Categorical Pretreatment Standard, or adoption of a Local Limitation, the permit of users subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard. Where a user, subject to a National Categorical Pretreatment Standard, or Local Limitation, has not previously submitted an application for a permit, the user shall apply for a permit within 180 days after the promulgation of the National Categorical Pretreatment Standard. In addition, the user with an existing permit shall submit to the Commission within 180 days after the promulgation of an applicable standard information regarding the nature and concentration of the regulated pollutant and a schedule for providing additional pretreatment, if necessary.

Other modifications of permits shall be subject to the same procedural requirements as the issuance of permits except the following changes may be made upon thirty (30) days notice:

- (a) modifications of the monitoring program contained in the permit;
- (b) changes in the ownership of the discharge when no other change in the permit is indicated;
- (c) a single modification of any compliance schedule not in excess of four months; or
- (d) modification of compliance schedules in permits for new sources where the new source will not discharge until process or pretreatment facilities are operational.
- (e) modifications incorporating new or revised federal, state or local pretreatment standards or regulations; or
- (f) other modifications determined necessary by the General Superintendent under the Regulations.

(4) Permit Conditions

The General Superintendent shall have the authority to grant a permit with such conditions attached as he believes necessary to achieve the purpose of this Ordinance, State, and federal regulations. Such conditions shall include but are not limited to the following:

- (a) a statement of duration (in no case more than five years);



- (b) a statement of non-transferability;
- (c) applicable effluent limits based on National Categorical Pretreatment Standards or Local Limitations;
- (d) applicable monitoring and reporting requirements;
- (e) notification requirements for slug discharges as defined by 40 CFR Part 403.5(b);
- (f) a statement of applicable penalties for violation of permit conditions; and
- (g) a compliance schedule that outlines dates and actions for obtaining compliance with final limitations or other pretreatment requirements.

(5) Permit Duration

Permits may be issued for a specified time period, not to exceed five years. A permit may be issued for a period less than a year or may be stated to expire on a specific date. The user shall apply for permit reissuance a minimum of 180 days prior to the expiration of the permit.

(6) Permit Transfer

Wastewater discharge permits are issued to a specific user for a specific operation. A wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation. In such event a new application shall be submitted with full information. This application will be expedited if the new owner or operator certifies (1) that there is no immediate intent to change the facility's operation and process, (2) the date the new owner or operator shall take over, and (3) acknowledgement is made that the new owner or operator has full responsibility for complying with the existing wastewater discharge permit.

Section 6.2 - Reporting Requirements for Permittee

- (1) Within 180 days after the effective date of a National Categorical Pretreatment Standard, or 180 days after the final administrative decision made upon a category determination submission under 40 CFR 403.6, whichever is later, existing Significant Industrial Users subject to such National Categorical Pretreatment Standards shall be required to submit to the General Superintendent a report which contains the information required in 40 CFR 403.12 and applicable State and federal regulations. At least ninety days prior to commencement of discharge, new sources and sources that become Significant Industrial Users subsequent to the promulgation of an applicable National Categorical Pretreatment Standard, shall be required to submit to the General Superintendent a report which contains the information required in 40 CFR 403.12. The General Superintendent shall require appropriate reporting from those Significant Industrial Users not subject to National Categorical Pretreatment Standards. Reports required by this Ordinance shall be signed by an authorized representative of the Significant Industrial User.
- (2) Within ninety days following the date for final compliance with applicable National Categorical

Pretreatment Standards or, in the case of a new source, following commencement of the discharge of wastewater into the POTW, any user subject to National Categorical Pretreatment Standards and Requirements shall submit to the General Superintendent a report containing the information required in 40 CFR 403.12.

- (3) Any user subject to a National Categorical Pretreatment Standard, after the compliance date of such National Categorical Pretreatment Standard, or, in the case of a new source, after commencement of the discharge into the POTW, shall submit to the General Superintendent quarterly unless required more frequently in the National Categorical Pretreatment Standard or by the General Superintendent, a report indicating the nature and concentration, of pollutants in the effluent which are limited by such National Categorical Pretreatment Standards. In addition, this report shall include a record of all measured or estimated average and maximum daily flows during the reporting period. At the discretion of the General Superintendent and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the General Superintendent may agree to alter the months during which the above reports are to be submitted. The General Superintendent may impose mass limitations on users which are using dilution to meet applicable National Categorical Pretreatment Standards or Requirements, or in other cases where the imposition of mass limitations are appropriate. In such cases, the required periodic reports shall indicate the mass of pollutants regulated by National Categorical Pretreatment Standards in the discharge of the user. These reports shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration, or production and mass where requested by the General Superintendent, of pollutants contained therein which are limited by the permit or applicable National Categorical Pretreatment Standard.
- (4) All users shall notify the General Superintendent immediately of discharges that could cause problems, including any slug discharges.
- (5) Sampling and analysis may be performed by the Commission in lieu of the user. If done by the Commission, the user shall be charged such fees or charges as are established by the Commission. Where the Commission performs the required sampling and analysis in lieu of the user, the user shall not be required to submit the compliance certification required under 40 CFR 403.12(b) (6) and 403.12(d). In addition, where the Commission itself collects all the information required for the report, including flow data, the user shall not be required to submit the report.
- (6) If sampling performed by a user indicates a violation, the user shall notify the General Superintendent within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Commission within thirty days after becoming aware of the violation, except the user may not be required to resample if the Commission performs sampling of the discharge at a frequency of at least once per month, or the Commission performs sampling between the time when the user performs its initial sampling and the time when the user receives the results of this sampling.
- (7) If a user subject to these reporting requirements monitors any regulated pollutant at the location(s) designated in the discharge permit more frequently than required by the General Superintendent, the results of this monitoring shall be included in the report in accordance with 40 CFR Part 136.

- (8) The General Superintendent shall require appropriate reporting from those users with discharges that are not subject to National Categorical Pretreatment Standards. Significant Industrial Users shall submit to the General Superintendent at least once each quarter (on dates specified by the General Superintendent) a description of the nature, concentration, and flow of the pollutants required to be reported by the General Superintendent. This sampling and analysis may be performed by the Commission in lieu of the noncategorical Significant Industrial User. Where the Commission itself collects all the information required for the report, the Significant Industrial User shall not be required to submit the report.
- (9) Significant Industrial Users shall promptly notify the General Superintendent in advance of any substantial change in the volume or character of pollutants in their discharge in excess of the amounts allowed in the discharge described in the application or the permit, including the listed or characteristic hazardous wastes for which the Industrial User has submitted initial notification under 40 CFR 403.12. Significant Industrial Users shall notify the General Superintendent, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the Significant Industrial User discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent such information is known and readily available to the Significant Industrial User: (1) an identification of the hazardous constituents contained in the wastes; (2) an estimation of the mass and concentration of such constituents in the wastewater discharged during that calendar month; and (3) an estimation of the mass of constituents in the wastewater expected to be discharged during the following twelve months. Significant Industrial Users shall provide the notification no later than 180 days after the discharge of the listed or characteristic hazardous waste. Notification need be submitted only once for each hazardous waste discharge. However, notifications of changed discharges must be submitted under 40 CFR 403.12(j). The notification requirement does not apply to pollutants already reported under the self-monitoring requirements of 40 CFR 403.12(b), (d), and (e). Users are exempt from the requirements during a calendar month in which they discharge no more than fifteen kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the Significant Industrial User discharges more than such quantities of any hazardous waste do not require additional notification.
- (10) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the Industrial User shall notify the General Superintendent, the EPA Regional Waste Management Division Director, and State hazardous waste authorities of the discharge of such substance within ninety days of the effective date of such regulations.
- (11) In the case of any notification, the Significant Industrial User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

Notice:

**The reports and other documents required to be submitted or maintained under this section may be subject to the provisions of 18 USC section 1001 relating to fraud and false statements; the provisions of section 309(c)(4) of the Act, as amended, governing false statements, representation or certification; and the provisions of section 309(c) regarding responsible officers.**

Section 6.3 - User Records

Users shall maintain and retain for three years all plant records as specified by the General Superintendent and afford the Commission access thereto. These records include but are not limited to wastewater self monitoring records, records related to compliance with National Categorical Pretreatment Standards, Local Limitations and other State and EPA required records.

Section 6.4 - Confidentiality

Information and data on a user obtained from reports, questionnaires, discharge applications and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the General Superintendent that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user. When requested by the person furnishing the report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public. It shall, however, be made available upon written request to governmental agencies for uses related to this Ordinance, the NPDES Permit, or other uses determined appropriate by the General Superintendent. The information shall be available for use by the State in judicial review or enforcement proceedings involving the person furnishing the information. Wastewater constituents and characteristics shall not be recognized as confidential information.

**SECTION 7 - SAMPLING AND MONITORING**

Section 7.1 - Right of Entry

Whenever it shall be necessary for the purposes of this Ordinance and upon presentation of proper credentials and identification, Commission, State, and EPA personnel shall be permitted to enter upon any property of users for the purpose of inspecting and copying records, facility inspection, observation, measurement, sampling, or testing in the area of the control structure. Any user completing and filing an application to discharge wastewater shall thereby grant the Commission permission to enter his premises for said purposes. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, Commission personnel shall be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

Section 7.2 - Compliance Determination

Compliance determinations with respect to prohibitions and limitations shall be made on the basis of

composite and discrete samples of wastewater. Composite samples may be taken over a twenty four hour period, or over a different time span, as determined necessary by the General Superintendent to meet the needs of specific circumstances.

### Section 7.3 - Analysis of Industrial Wastewaters

All measurements, tests and analyses of the characteristics or properties of wastewater to which reference is made in this Ordinance shall be made in accordance with 40 CFR 136 and shall be performed by a qualified laboratory. In the event that there is no approved method in to CFR 136 for a particular parameter, testing shall be performed in accordance with Standard Methods, herein defined, or a method approved by the General Superintendent.

### Section 7.4 - Sampling Frequency

Sampling of industrial wastewater for the purpose of compliance determination with respect to prohibitions and limitations shall be done at such intervals as the General Superintendent may designate. As a minimum the Commission shall conduct compliance sampling or to cause such sampling to be conducted by all Significant Industrial Users and other industrial users at least twice in every one year period and more frequently as required in Attachment "E".

### Section 7.5 - Control Structure

When determined by the General Superintendent to be feasible, the Owner of any property served by a building sewer carrying industrial wastewater, shall build a control structure in the building sewer from his premises just prior to the entrance of the building sewer into the public sewer suitable for sampling and measuring his wastewater. Plans for this structure shall be approved by the General Superintendent. The construction permit must be obtained from DHEC. There shall be ample room in or near such sampling facility to allow accurate flow measurement, sampling, and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the Owner.

## SECTION 8 - ENFORCEMENT

### Section 8.1 - Enforcement Management Strategy

The General Superintendent shall enforce the provisions of this regulation in accordance with the current Commission Enforcement Management Strategy, Attachment C in accordance with S. C. Code Ann. §6-11-285 and other applicable law.

### Section 8.2 - Administrative Remedies

#### (1) Notifications of Violation

Whenever the General Superintendent finds that any person has violated or is violating this Ordinance, a permit, or any prohibition, limitation or requirement contained in the Ordinance or permit, the General Superintendent may serve upon such a person an appropriate written notice

stating the nature of the violation. An oral notice shall be sufficient in emergency circumstances. The General Superintendent may require a response to the notice of violation. When required in the notice and within fifteen (15) days from the date of the notice, an explanation of the violation and a plan for the satisfactory correction thereof shall be submitted to the General Superintendent. Submission of this plan shall not relieve the person of liability for any violations occurring before or after receipt of the notice of violation. A simple Notice of Violation (NOV), a Notice of Significant Noncompliance Violation (NOSNV) or a Notice of Emergency Violation (NOEV). Reference is made to Attachment C as to these procedures.

(2) Administrative Consent Order

The General Superintendent is empowered to enter into Administrative Consent Orders, assuring of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the violation. Such orders may be negotiated in an Informal Conference. Such agreements shall include specific action to be taken by the person to correct the violation within a time period also specified by the Administrative Consent Order and contain other terms and conditions. Reference is made to Attachment C. A violation of an Administrative Consent Order shall constitute a violation or violations under this Ordinance.

(3) Notice to Show Cause at Adjudicatory Hearing

The General Superintendent may order any user who causes or is responsible for an unauthorized discharge or other violations to show cause at an Adjudicatory Hearing why a proposed enforcement action should not be taken. A notice shall be served on the user specifying the time and place for the hearing, the proposed enforcement action, and the reasons for such action, and a request that the user show cause why this proposed enforcement action should not be taken.

(4) Service

The notice of the hearing to the user shall be served personally or by registered or certified mail (return receipt requested) at least ten days before the hearing. Service may be made on any agent or officer of the user.

(5) Request By User for an Adjudicatory Hearing or for an Informal Conference Prior to Show Cause Hearing

(a) Requests for an Adjudicatory Hearing must be served on the Commission within fifteen (15) days following any final administrative action or decision by the Commission on any violation, application, permit, certificate or other licensing matter;

(b) A request for an informal conference prior to the show cause hearing may be made by a user but not to delay the hearing date. If the request is granted, an Informal Conference may be held by the General Superintendent or his designee to explore ways and means to obtain compliance by consent without the necessity of a formal Adjudicatory Hearing.

(6) Record

At any hearing held pursuant to this Ordinance, testimony shall be taken under oath and recorded stenographically. The transcript, so recorded, shall be made available to any member of the public or any party of the hearing upon payment of the usual charges thereof.

(7) Hearing Officer

A hearing officer or officers may be appointed by the General Superintendent to preside over the Adjudicatory Hearing. The hearing officer may be an employee of the Commission or be specially appointed for such purpose. He shall have no connection with the preparation or presentation of the evidence at the hearing.

(8) Procedure

The procedure for an Adjudicatory Hearing and other enforcement procedures are set forth in Attachment C, the Enforcement Management Strategy.

(9) Enforcement Orders

When the hearing officer finds that a user has violated or is violating the provisions, prohibitions or limitations of this Ordinance, or those contained in any permit issued hereunder, he may issue an order to cease and desist, and may direct those persons in violation to:

- (a) comply forthwith;
- (b) comply in accordance with a compliance time schedule set forth in the Order; or
- (c) take appropriate remedial or preventive action in the event of a continuing or threatened violation.
- (d) prohibit or reduce the discharge;
- (e) provide wastewater storage or flow equalization;
- (f) make payment by the user to cover added costs of handling and treatment costs and the administrative costs of the enforcement action;
- (g) post performance bonds;
- (h) act to take other steps to achieve compliance;
- (i) pay fines and penalties;
- (j) pay reasonable attorney's fees, hearing costs, reporting costs, and other expenses incurred by the Commission for the hearing or enforcement procedure.

(10) Administrative Penalties

A user may be fined up to two thousand dollars (\$2,000.00) for each offense. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. In case of monthly or long-term discharge limits, fines may be assessed for each day during the period of violation. The Commission shall have such remedies for the collection of such assessments as it has for collection of other service charges.

(11) Payment of Costs

Payment of costs or fines shall not relieve the user from the requirement to pretreat wastewater or discharges in excess of the limitations required under its permits or the regulations of the Commission.

(12) Emergency Suspensions

The General Superintendent may suspend or revoke a user's permission to discharge when such action is necessary in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment, or causes interference. Any user notified of revocation of permission to discharge shall immediately stop or eliminate its discharge. A hearing shall be held within fifteen days of the notice of revocation to determine whether the suspension may be lifted or the user's permit terminated. The user shall submit a detailed written statement describing the causes of the violations and the measures taken to prevent any future violations to the General Superintendent prior to the date of the hearing. In the event of a failure of the person to comply voluntarily with the order, the General Superintendent shall take such steps as deemed necessary including immediate severance of the sewer connection. The General Superintendent may reinstate the permission to discharge upon proof of the elimination of the violations.

(13) Termination or Revocation of Permit

Any user who violates the conditions of this Ordinance, or applicable State and Federal regulations, is subject to having his permission to discharge revoked. The General Superintendent may revoke a permit for the following reasons:

- (a) failure to factually report the wastewater constituents and characteristics of his discharge;
- (b) failure to report significant changes in operations, or wastewater constituents and characteristics;
- (c) refusal of reasonable access to the user's premises for the purpose of inspection and monitoring;
- (d) failure to meet effluent limits;
- (e) tampering with or deliberately altering monitoring equipment;
- (f) falsifying self-monitoring reports;



- (g) changes in the POTW's NPDES permit, receiving stream water quality standards, POTW treatment plant process, sludge disposal practices or requirements, or other modifications of a similar nature that impact the Commission's ability to accept industrial wastewater; or
- (h) for causes necessitating an emergency suspension.
- (i) discharge of wastewater prohibited by this Ordinance;
- (j) significant noncompliance with schedules, pretreatment standards or requirements, of any terms of the wastewater discharge permit or the Ordinance;
- (k) non-payment of sewer user charge or other charges, fines, costs and expenses.

A user whose permission to discharge has been revoked may apply for new permission to discharge and shall pay all delinquent fees, charges, penalties, and such other sums as may be due to the Commission.

### Section 8.3 - Judicial Remedies

Notwithstanding the administration procedure provided herein, when any person discharges wastewater into the wastewater disposal system contrary to the law of this State or the provisions of this Ordinance, or any order or permit issued hereunder, or otherwise violates applicable law or the provisions of this Ordinance or any order or permit issued hereunder, the General Superintendent may commence an action for appropriate legal or equitable relief in the Court of Common Pleas. The remedies provided by this regulation are not exclusive.

### Section 8.4 - Injunctive Relief

The General Superintendent, in the name of the Commission, may file in Common Pleas Court, a suit seeking the issuance of an injunction, damages, or other appropriate relief to enforce the provisions of this Ordinance or other applicable law or regulation and the determination of the hearing examiner. Suit may be brought on behalf of the Commission, at the same time or separately, to recover any and all damages suffered by the Commission as a result of any action or inaction of any User or other person who causes or suffers damage to occur to the POTW or for any other expense, loss or damage of any kind or nature suffered by the Commission. Such damages shall include, but not be limited to, claims for damages, takings, losses, expenses, costs, fines, penalties and attorneys' fees for which the Commission may become liable or responsible and which arise out of or result from the User's noncompliance with its permit or the User's violation of State or Federal Pollution Control laws, rules or regulations.

### Section 8.5 - Criminal Violations

Facts or circumstances which tend to indicate a criminal activity or action by any person may be reported to the proper state and federal law enforcement agencies for prosecution.

### Section 8.6 - Performance Bonds

HWBB - 12/15/95

The General Superintendent may refuse to reissue a permit to any user which has failed to comply with the provisions of this Ordinance or any order or previous permit issued hereunder unless such user first files with it a satisfactory bond, payable to the Commission, in a sum not to exceed a value determined by the General Superintendent to be necessary to meet the costs of any scheduled improvements and to achieve consistent compliance.

#### Section 8.7 - Discontinuance of Sewer Service For Non-Payment

The General Superintendent shall have the right to discontinue sewer service to the property of a user of such service in the event of non-payment of sewer charges; provided that no discontinuation shall be made until the user shall have been given notice of his right to be heard in person or by counsel on the question of discontinuation before the Commission or any person designated by the Commission after not less than five days written notice specifying the basis of the discontinuation. The Commission or its agents shall have the right of entry in and upon the premises and the right of ingress and egress to determine the location of the service line or to dig it up or to uncover it for the purpose of disconnecting the service line from the property, or sealing, or plugging such line, or any collection line, upon the notice as provided under the County Ordinance or Commission regulations.

#### Section 8.8 - Tenant Responsibility

Where an industrial user of property leases the premises to a subsidiary or affiliate or other entity in which the industrial user has a direct or indirect interest, the tenant or industrial user or both may be held responsible for compliance with the provisions of this Ordinance.

#### Section 8.9 - Vandalism

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, tamper with or prevent access to any structure, appurtenance or equipment, or other part of the POTW. Any person found in violation of this requirement shall be subject to the sanctions set out in Section 8 above.

#### Section 8.10 - Publication of Industrial Users in Significant Noncompliance

The Authority shall publish annually, in the largest daily newspaper published in the area where the POTW is located, a list of the industrial users which, during the previous twelve months, were in significant noncompliance with applicable pretreatment standards and requirements. All records relating to compliance with National Categorical Pretreatment Standards shall be made available to DHEC and EPA. The term significant noncompliance shall mean:

1. Violations of wastewater discharge limits
  - a. Chronic violations. Sixty-six percent or more of the measurements exceed the same daily maximum limit or the same average limit in a six-month period (any magnitude of exceedance).
  - b. Technical Review Criteria (TRC) violations. Thirty-three percent or more of the

measurements exceed the same daily maximum limit or the same average limit by more than the TRC in a six-month period.

c. Any other violation(s) of effluent limit (average or daily maximum) that the Commission believes has caused alone or in combination with other discharges, interference or pass-through or endangered the health of the sewage treatment personnel or the public.

d. Any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment and has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge.

2. Violations of compliance schedule milestones contained in a local control mechanism or enforcement order, for starting construction, completing construction, and attaining final compliance by 90 days or more after the schedule date.

3. Failure to provide reports for compliance schedules, self-monitoring data, or categorical standards (baseline monitoring reports, 90-day compliance reports, and periodic reports) within 30 days from the due date.

4. Failure to accurately report noncompliance.

5. Any other violation or group of violations that the Commission considers to be significant, including, without limitation, the failure to respond to a NOV for which a response was required, to comply with a Consent Order or administrative orders.

## SECTION 9 - GENERAL REQUIREMENTS

### Section 9.1 - Application of Ordinance

This Ordinance shall apply to persons within the County of Oconee and to persons outside the County who by contract with the Commission are users of the Commission wastewater facilities. The General Superintendent shall implement and enforce the provisions of this Ordinance and the governing body of the Commission shall adopt such regulations as it deems necessary to implement the provisions and requirements of this Ordinance.

### Section 9.2 - Use of System Constitutes Acceptance

The use of the wastewater treatment facilities of the Commission by any user shall constitute the user's consent to and agreement to comply with and abide by the terms and conditions of this Ordinance and the rules and regulations promulgated hereunder, including enforcement and penalty provisions.

### Section 9.3 - Garbage Grinder

No commercial, institutional or industrial garbage grinder shall be installed or any discharge made from such grinder unless written permission has been granted by the General Superintendent.

## SECTION 10 - SEVERABILITY

If any provision, paragraph, word, section or article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and articles shall not be affected and shall continue in full force and effect.

## SECTION 11 - CONFLICT

All regulations and parts of regulations inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

## SECTION 12 - EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after passage, approval and publication, as provided by law.

First Reading - PASSED this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Second Reading - PASSED this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Clerk

Published the \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, 1995.

Effective Date: \_\_\_\_\_, 1995.



# Oconee County Sewer Commission

623 Return Church Road • Seneca, South Carolina 29678  
803-972-3900

Post-It® Fax Note	7671	Date	12-4-95	# of Pages	4
To	Norman Crain	From	Bob Winchester		
Co./Dept.		Co.	O.C.S.C.		
Phone #		Phone #	972-3900		
Fax #	632-4341	Fax #			

October 11, 1995

Ms. Mary E. Monroe  
 Loan Administration Coordinator  
 S.C. Budget & Control Board  
 State Revolving Fund  
 1201 Main Street, Suite 910  
 Columbia, S.C. 29201

Re: Coneross Creek Wastewater Treatment Plant Expansion  
 SRF #024-93-366-15

Dear Ms. Monroe:

This letter will respond to yours of September 29, 1995 relative to the accrued interest on the SRF loan. The Sewer Commission has approved the addition of the accrued interest to the principal and amortization over the life of the loan. This action was taken at the October 2nd meeting.

If you need anything further, please call.

Sincerely,

Robert C. Winchester  
 General Superintendent

RCW/kh

cc: Commissioners

*Copy given  
 to NDC  
 12/4/95*

DEC 02 1995

STATE OF SOUTH CAROLINA  
**State Budget and Control Board**  
DIVISION OF LOCAL GOVERNMENT

CARROLL A. CAMPBELL, JR., CHAIRMAN  
GOVERNOR

GRADY L. PATTERSON, JR.  
STATE TREASURER

HAROLD B. MORRIS, JR.  
COMPTROLLER GENERAL



STATE REVOLVING FUND  
1201 MAIN STREET, SUITE 910  
COLUMBIA, SOUTH CAROLINA 29201  
(803) 737-3801

MICHAEL S. GUILLEDGE  
DIVISION DIRECTOR

JOHN DRUMMOND  
CHAIRMAN, SENATE FINANCE COMMITTEE

WILLIAM D. BOAN  
CHAIRMAN, WAYS AND MEANS COMMITTEE

LUTHER F. CARTER  
EXECUTIVE DIRECTOR

December 1, 1995

Mr. Howard S. Adams  
Chairman  
Oconee County Sewer Commission  
623 Return Church Road  
Seneca, South Carolina 29678

Re: Amendment #1 to SRF Loan Agreement for Capitalization of Interest in the Amount  
\$251,653  
Coneross Creek Wastewater Treatment Plant Expansion  
SRF Loan Number 024-93-366-15

Dear Mr. Adams:

Pursuant to your request to capitalize accrued interest on the Payment Initiation Date (PID), December 1, 1995, amended originals of Appendix A-2 and B-1 of the Loan Agreement are enclosed for signature. Both appendices reflect the addition of capitalized interest to the loan amount, and Appendix B-1 portrays the effects of this interest on the County's quarterly payments.

Please have the County Supervisor sign all four of the amended Appendix A-2 and B-1 pages in the signature space for the County and return to me. After being signed and dated by the Authority, executed originals will be forwarded to you for insertion in your duplicate original Loan Agreement.

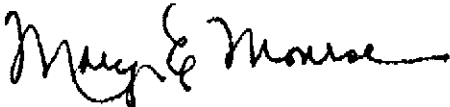
Mr. Howard S. Adams  
December 1, 1995  
Page 2

The addition of capitalized interest increases the loan from \$8,190,000 to \$8,441,653, resulting in quarterly payments of \$157,172.20 and monthly deposits to the Debt Service Fund of \$52,390.73. Based on the new loan amount, the Debt Service Reserve Fund requirement is \$628,688.80, effective immediately.

The first quarterly payment is due in this office on **March 1, 1996**, and payments should be mailed prior to the first of each payment period to arrive by the due date. Repayment notices will be sent to your Trustee until the loan is fully disbursed.

Please contact me if I may be of assistance in this matter.

Sincerely,



Mary E. Monroe  
Loan Administration Coordinator

Enclosures

cc: Mr. Bob Winchester, OCSC (with enclosures)  
Mr. Tom Dawkins, Wachovia



APPENDIX "A"

PROJECT BUDGET

Project Sponsor: Oconee County  
 Project Name: Coneross Creek Wastewater Treatment Plant Expansion  
 Loan Number: 024-93-366-15

	<u>SRF LOAN</u>	<u>TOTAL ELIGIBLE COSTS</u>
	100%	
SRF Loan Closing Fee	\$ 160,588	\$ 160,588
Construction	<u>8,029,412</u>	<u>8,029,412</u>
Sub-Total	\$8,190,000	\$8,190,000
Capitalized Interest	<u>251,653</u>	<u>251,653</u>
<b>TOTAL</b>	<b>8,441,653</b>	<b>8,441,653</b>

**AMENDMENT #1**

DATED \_\_\_\_\_

Authorized Signatures:

OCONEE COUNTY

By \_\_\_\_\_

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

By \_\_\_\_\_

OCONEE COUNTY BID TABULATION

BID FOR: Sale of Scrap Metal Pile at Motor Pool

DATE: December 13, 1995

BID NO: 95-21

LOCATION: Walhalla, SC

TIME: 2:00 p.m.

BIDDERS	Glenn Lyles	Bud Cobb	Mike Adams	Hunnicutts's Scrap Metal	James Smith
Base Bid	\$166.66	\$151.00	no bid	no bid	no bid

ATTENDING OPENING: Marianne Dillard, Jenny Peay, Lee Davis, Jim Smith

**BID FORM**

I hereby submit a bid of \$ 166.66 for the scrap metal pile located at the Oconee County Motor Pool.

If I am the successful bidder, I agree to have all items moved within two weeks after I am notified.

Name: GLENN LYLES

Address: 428 SAM MOORE RD.

WESTMINSTER, S.C. 29695

Phone: 1-803-864-647-1623

Date: 12-11-95

Please show the following bid/quote number on the lower left corner of the envelope - BID NO. 95-21.

**BID FORM**

I hereby submit a bid of \$ 151.00 for the scrap metal pile located at the Oconee County Motor Pool.

If I am the successful bidder, I agree to have all items moved within two weeks after I am notified.

Name: Bud Cobb

Address: \_\_\_\_\_

Phone: 638-9659

Date: ~~12-10-95~~

Please show the following bid/quote number on the lower left corner of the envelope - BID NO. 95-21.

OCONEE COUNTY BID TABULATION

BID FOR: New or Used 5 Yard Wheel Loader

DATE: December 1, 1995 BID NO: 95-20

LOCATION: Walhalla, SC

TIME: 2:00 p.m.

	Mitchell Distributing Co.	L.B. Smith, Inc. Alternate	L.B. Smith, Inc.	Weir At Your Service	Pioneer Machinery, Inc.	Blanchard Machinery Co.	Interstate Equipment Co.
Base Bid- used machine	no bid		\$164,812.94	did not meet	no bid	did not meet	\$183,397.00
Option: new rock bucket			10,215.00	specs		specs	incl.
Total			\$175,027.94				\$183,397.00
delivery			2 weeks				1 week
year			1994				1995
make			Volvo				Kawasaki
model			L180				90Z IV
no. of hours			1,796 hrs.				155 hrs.
warranty			30 day B to B 6 month P.T.				2 yrs-3,000 hrs
Base Bid- new machine	\$183,900.00	\$205,831.95	\$237,625.22	no bid	\$166,680.00	\$220,437.00	\$188,563.00
Option: extended warranty	(P.T.-4,360.00) B.B.-8,567.00(3yr)	3,325.00	3,800.00		+12 mth/3,000 hr 2,667.00	3,735.00	no bid
Total	\$192,467.00	\$209,156.95	\$241,425.22		\$169,347.00	\$224,172.00	\$188,563.00
delivery	2 weeks-in stock 8 wks-rock bucket	30 days	30 days		2-3 weeks 5 wks-rock bucket	30-75 days	2 weeks
make	Komatsu	Volvo	Volvo		Fiat Allis	CAT	Kawasaki
model	WA450-2	L150C	L180C		FR220.2	970F	90Z IV
standard warranty	6 month-P.T.	2 yrs-3,000 hrs	2yrs-3,000 hrs		12 month	6 month	2 yr-3,000 hrs.

ATTENDING OPENING: Marianne Dillard, Jenny Peay, Tommy Crumpton, Lee Davis, B. Sullivan-Blanchard, M. Dantzler-Interstate, O. Dorroh-Mitchell, G. Kendrick-L.B. Smith, C. Gumby-Interstate, B. Owens-Pioneer

(Use this number on envelopes  
and all related correspondence)

**USED MACHINE**

BID FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691

The NO BID  
submits herewith our Bid in response to bid request number shown above, and in  
compliance with the description(s) and/or specification(s) numbered Page 1 - 4  
and attached hereto for one used 5 cu. yd. wheel loader.

Base Bid \$ N/A

year \_\_\_\_\_ make \_\_\_\_\_ model \_\_\_\_\_

no. of hours \_\_\_\_\_

warranty \_\_\_\_\_

Option: new 5 cu. yd. rock bucket \$ N/A

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: \_\_\_\_\_

BIDDING ORGANIZATION \_\_\_\_\_

ADDRESS: P.O. BOX \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

SIGNATURE OF BIDDERS REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

BID NO. 95-20

(Use this number on envelopes  
and all related correspondence)

NEW MACHINE

BID FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691

The Mitchell Distributing Company  
submits herewith our Bid in response to bid request number shown above, and in  
compliance with the description(s) and/or specification(s) numbered Page 1 - 4  
and attached hereto for one new 5 cu. yd. wheel loader.

Base Bid \$ \$183,900.00

make Komatsu model WA450-2

standard warranty 6 months Power Train Only (see attached)

Option: extended warranty  
Extended Power Train & full bumper to bumper coverage \$8,567.00  
Extended Power Train only \$ \$4,360.00

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: 8 weeks - subject to prior sale (in stock)

BIDDING ORGANIZATION Mitchell Distributing Company

ADDRESS: P.O. BOX P.O. Box 1777

CITY, STATE, ZIP CODE Columbia, S.C. 29202

SIGNATURE OF BIDDERS REPRESENTATIVE: Brian A. Chappell

TITLE: Sales Office Coordinator

DATE: November 28, 1995

TELEPHONE: 803-794-6150

3109 Old Charleston Highway  
W. Columbia, SC 29169  
P.O. Box 1777  
Columbia, SC 29202  
803/794-6150

November 28, 1995

Deviations From Specifications

Engine: 264 HP @ 2150 RPM which exceeds specification.

Tipping load in full turn is 34,100 lbs.

Alternator is 45 AMP in lieu of 50 AMP.

Transmissions have forward and four reverse speeds.

There are separate levers for speed and direction.

Bucket edge to be equipped with your choice of blade (bolt-on edge) or teeth. Bolt-on-edge and teeth can not be installed at the same time.



CONSTRUCTION, MARINE AND INDUSTRIAL EQUIPMENT



3109 Old Charleston Highway  
W. Columbia, SC 29169  
P.O. Box 1777  
Columbia, SC 29202  
803/794-6150

December 4, 1995

Ms. Marianne Dillard  
Oconee County Purchasing Dept.  
201 West Main Street  
Walhalla, S.C. 29691

Re: Bid Number 95-20 Warranty

Warranty explanation Komatsu model WA450-2 Wheel Loader is as follows:

Standard Full Warranty: Period of 6 months after the date of delivery of the machine to the initial user, or a period of 1500 hours of use of the machine as shown on the service meter attached to it, whichever shall first expire.

Optional Power Train Warranty: Period of a total of 30 months or extended Power Train Warranty for a total of 36 months or 5000 hours, whichever first expires. For an additional cost of \$4,360.00.

Optional Full Power Train and Bumper to Bumper Warranty: Period of a total of 30 months of extended Power Train and Bumper to Bumper for a total of 36 months or 5000 hours, whichever shall first expire. For an additional cost of \$8,567.00.

Sincerely,

A handwritten signature in cursive script that reads "B. A. Chappell".

Brian A. Chappell  
Sales Coordinator

BID NO. 95-20

(Use this number on envelope  
and all related correspondence)

NEW MACHINE

BID FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691

The L.B. SMITH, INC.  
submits herewith our Bid in response to bid request number shown above, and in  
compliance with the description(s) and/or specification(s) numbered Page 1 - 4  
and attached hereto for one new 5 cu. yd. wheel loader.

Base Bid \* ALTERNATE \$ 205,831.95

make VOLVO model L150C

standard warranty 2 YEAR OR 3000 HOUR PARTS AND LABOR

Option: extended warranty

54 MONTH (TOTAL 60) \$ 3,325.00

OR 6000 (TOTAL) HOUR  
POWERTRAIN COVERAGE

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: 30 DAYS SUBJECT TO PRIOR SALE

BIDDING ORGANIZATION L.B. SMITH, INC.

ADDRESS: P.O. BOX P.O. BOX 1453

CITY, STATE, ZIP CODE COLUMBIA, SC 29202

SIGNATURE OF BIDDERS REPRESENTATIVE: *Gene Konch*

TITLE: SALES REPRESENTATIVE

DATE: 11-29-95

TELEPHONE: 1-800-541-5744

BID SUPPLEMENTAL FORM

OCONEE COUNTY

PURCHASING DEPARTMENT

201 West Main Street

WALHALLA, SOUTH CAROLINA 29691

DATE 12-1-95

BID NO. 95-20

ALTERNATE BID INFORMATION

NEW VOLVO L150C

1. SAE FLY WHEEL hp IS 234 AT 2100 rpm
2. FULL TURN TIPPING LOAD IS 33,363 AS BID
3. OUR SERVICE BRAKES ARE STRAIGHT HYDRAULIC OIL COOLED DISC BRAKES
4. OUR PARKING BRAKE IS AUTOMATICALLY APPLIED

BID NO. 95-20  
(Use this number on envelope  
and all related correspondence)  
USED MACHINE

BID FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691

The L.B. SMITH, INC.  
submits herewith our Bid in response to bid request number shown above, and in  
compliance with the description(s) and/or specification(s) numbered Page 1 - 4  
and attached hereto for one used 5 cu. yd. wheel loader.

One Volvo L180 Loader with 6 Cubic yard G.P. bucket

Base Bid \$ 164,812.94  
year 1994 make Volvo model L180  
no. of hours 1796  
warranty 30 day Bumper to Bumper; 6 month power train  
Option: new 5 cu. yd. rock bucket \$ 10,215.00  
For 5.5 cu. yd. rock (new)  
Bucket in lieu of G.P.  
bucket

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: 2 weeks subject to prior sale

BIDDING ORGANIZATION L.B. Smith, Inc.

ADDRESS: P.O. BOX P.O. Box 1453

CITY, STATE, ZIP CODE Columbia, SC 29202

SIGNATURE OF BIDDERS REPRESENTATIVE: *Mary Kendall*

TITLE: Sales Representative

DATE: 11-29-95

TELEPHONE: 1-800-541-5744

BID NO. 95-20  
(Use this number on envelope  
and all related correspondence)  
**NEW MACHINE**

BID FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691

The L.B. Smith, Inc.  
submits herewith our Bid in response to bid request number shown above, and in  
compliance with the description(s) and/or specification(s) numbered Page 1 - 4  
and attached hereto for one new 5 cu. yd. wheel loader.

Base Bid \$ 237,625.22

make Volvo model L180C

standard warranty 2 year or 3000 hour parts and labor

Option: extended warranty  
54 month (60 total) or \$ 3,800.00  
6000 hour (total) power train  
coverage

Bid shall include delivery to location stated on Bid Notice.  
Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: 30 days subject to prior sale

BIDDING ORGANIZATION L.B Smith, Inc.

ADDRESS: P.O. BOX P.O. Box 1453

CITY, STATE, ZIP CODE Columbia, SC 29202

SIGNATURE OF BIDDERS REPRESENTATIVE: *Mary Hendrix*

TITLE: Sales Representative

DATE: 11-29-95

TELEPHONE: 1-800-541-5744

BID SUPPLEMENTAL FORM

OCONEE COUNTY

PURCHASING DEPARTMENT

201 West Main Street

WALHALLA, SOUTH CAROLINA 29691

DATE 12-1-95

BID NO. 95-20

Volvo L 180C Additional Information

1. We are Quoting a 5.5 cubic yard rock Bucket
2. Our service brakes are straight hydraulic oil cooled Disc brakes
3. Our parking brake is automatically applied.

BID NO. 95-20

(Use this number on envelopes and all related correspondence)

USED MACHINE

BID FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691

The \_\_\_\_\_  
submits herewith our Bid in response to bid request number shown above, and in  
compliance with the description(s) and/or specification(s) numbered Page 1 - 4  
and attached hereto for one used 5 cu. yd. wheel loader.

Base Bid

\$ 165,000.<sup>00</sup>

year 1995 make KOMATSU model WA 42D-1

no. of hours 5

warranty \_\_\_\_\_

Option: new 5 cu. yd. rock bucket

\$ N/A

*HAVE USED BUCKET*

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: DEC. 7TH OR TEN DAYS AFTER RECEIPT OF ORDER

BIDDING ORGANIZATION WEIR AT YOUR SERVICE

ADDRESS: P.O. BOX 1411 NORMAN DR.

CITY, STATE, ZIP CODE VALDOSTA, GA 31601

SIGNATURE OF BIDDERS REPRESENTATIVE: *L.R. Weir* (L.R. Weir)

TITLE: PRES

DATE: 11-30-95

TELEPHONE: 912-896-7961

BID FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691

The Pioneer Machinery Inc.  
submits herewith our Bid in response to bid request number shown above, and in  
compliance with the description(s) and/or specification(s) numbered Page 1 - 4  
and attached hereto for one used 5 cu. yd. wheel loader.

Base Bid \$ NO BID  
year \_\_\_\_\_ make \_\_\_\_\_ model \_\_\_\_\_  
no. of hours \_\_\_\_\_  
warranty \_\_\_\_\_  
Option: new 5 cu. yd. rock bucket \$ NO BID

Bid shall include delivery to location stated on Bid Notice.  
Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: NO BID  
BIDDING ORGANIZATION Pioneer Machinery Inc.  
ADDRESS: P.O. BOX 405 Oak Road, P.O. Box 1098  
CITY, STATE, ZIP CODE Piedmont, S.C. 29673

SIGNATURE OF BIDDERS REPRESENTATIVE: *Bob Adams*  
TITLE: Sales Representative  
DATE: December 1, 1995  
TELEPHONE: (803) 269-7995



(Use this number on envelopes  
and all related correspondence

**NEW MACHINE**

BID FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691


The Pioneer Machinery Inc.

submits herewith our Bid in response to bid request number shown above, and in  
compliance with the description(s) and/or specification(s) numbered Page 1 - 4  
and attached hereto for one new 5 cu. yd. wheel loader.

Base Bid	\$ <u>166,680.00</u>
make <u>Fiat Allis</u> model <u>FR 220.2</u>	
standard warranty <u>12 Months</u>	
Option: <u>extended warranty Per Request</u>	
<u>Additional 12 Mos./3,000 Hours</u>	\$ <u>2,667.00</u>

Bid shall include delivery to location stated on Bid Notice.  
Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: Base Machine 2-3 Weeks ARO, Rock Bucket - 5 Weeks ARO  
BIDDING ORGANIZATION Pioneer Machinery Inc.  
ADDRESS: P.O. BOX 405 Oak Road, PO Box 1098  
CITY, STATE, ZIP CODE Piedmont, SC 29673

SIGNATURE OF BIDDERS REPRESENTATIVE:   
TITLE: Sales Representative  
DATE: December 1, 1995  
TELEPHONE: (803) 269-7995

5 YARD WHEEL LOADER

OCCONEE  
Requested Specifications

PIONEER  
SPECIFICATIONS

Shall be a new, standard production wheel-type loader of the latest design in current production.

COMPLY

Basic operating weight w/ ROPS Cab and rock bucket, shall not be less than 47,800 lbs.

EXCEED

SAE NET Flywheel Power shall be at least 240HP @ 2100 RPM'S.

EXCEED

5 Cubic Yard Rock Bucket w/ straight edge and bolt on cutting edge and teeth and rock guard.

COMPLY

26.5x25, 20PR Rock L-3 Tires

COMPLY

Two front & rear working lights, Stop & tail lights.

COMPLY

Front and rear fenders & back up alarm.

COMPLY

Full turn static tipping load shall be at least 35,000 lbs.

EXCEED

Breakout force shall be at least 40,460 lbs

EXCEED

Engine shall be a diesel-type, 6 cylinder, water cooled, fully equipped with all operating accessories.

COMPLY

Two brake pedals, one actuating brake only and the other actuating brake and neutralizing the transmission.

Single Pedal  
has automatic declutch.

Parking brakes mounted on the transmission output shaft, which operator applies manually.

COMPLY

Hydraulic system shall be a fully filtered and closed-type system.

COMPLY

ROP cab shall be standard.

COMPLY

The cab shall be sound suppressed and meet both OSHA and MSHA standards for operator sound. (80DBA or better)

COMPLY

Cab shall have a pressurized and filtered air circulation system w/ heater and air conditioner.

COMPLY

Cab shall be mounted on the rear frame of the machine.

COMPLY

The front and rear windows shall be equipped with a washer/wiper.

COMPLY

Cab shall have rear-view mirrors, two outside side mirrors, and tinted sun shield.

COMPLY

Shall have an adjustable steering column.

COMPLY

The seat shall be a suspension seat which provides both fore, aft, and vertical adjustment.

COMPLY

Shall be equipped with multi-level warning system.

COMPLY

Engine shall be equipped with a 24-volt electrical system for both starting and operating.

COMPLY

Shall have at least a 50 amp alternator.

EXCEED

Transmission shall have 4 speeds forward and 3 speeds reverse.

COMPLY

Both speed and direction changes shall be actuated by a single control lever mounted on the steering column.

COMPLY

Shall have limited slip differentials.

COMPLY

Shall have center-point articulation.

COMPLY

Service brakes shall be air over hydraulic multi-disc brakes.

NO - HYDRAULIC ONLY

Secondary braking system shall have an audible alarm and red light to warn if service brake pressure drops below safe minimum operating level.

COMPLY

Transmission and engine shall be protected by belly guards.

COMPLY

A flashing red light or an audible alarm shall monitor at least the following:

Engine Coolant Temperature

COMPLY

Transmission Oil Temperature

COMPLY

Engine Oil Low Pressure

COMPLY

Parking brake application (if transmission engaged while parking brake applied)

COMPLY

WARRANTY: State Standard Factory

COMPLY

OPTIONAL: Please state cost of full 24 month or 3,000 hour Factory Warranty, to include all parts and labor.

**FIATALLIS NORTH AMERICA**

RECEIVED

DEC 05 1995

OCONEE COUNTY  
PURCHASING DEPT.

December 4, 1995

Dear Oconee County,

As a customer of Fiatallis construction equipment, I wanted to write you regarding Fiatallis parts, service and machinery marketed in North America.

A new channel of distribution for machinery is now in place which insures a long term commitment to the North American market. All major product categories will continue to be offered. Several new models were released in 1995, and more are slated for release in the future. FIATALLIS branded machines are imported from Fiat-Hitachi joint ventures and Fiatallis enterprises in Europe and South America. American produced equipment is also sold in the north american markets as well as exported to Europe.

Your Parts and Service Representative, Pioneer Machinery, Inc., is an authorized supplier of Fiatallis machinery, parts and service in the state of South Carolina for current, as well as previous, models.

Pioneer Machinery, Inc. has received documentation from Fiatallis North America which addresses other issues, such as our commitment to future parts and technical support, as well as our strong commitment to their company.

The Fiat worldwide organization is one of the largest and most financially sound companies in the world. I hope that we will find you profitably utilizing our equipment in the future.

Sincerely,



Robert W. Jones  
Director, Sales & Marketing

cc: John Savage - Pioneer Machinery, Inc.

BID NO. 95-20

(Use this number on envelopes  
and all related correspondence)

USED MACHINE

BID FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691

The Blanchard Machinery Company  
submits herewith our Bid in response to bid request number shown above, and in  
compliance with the description(s) and/or specification(s) numbered Page 1 - 4  
and attached hereto for one used 5 cu. yd. wheel loader.

Base Bid \$ 161,064.38  
year 1994 make Caterpillar model 966F  
no. of hours approx. 1,900 hours  
warranty has powertrain warranty until 12/7/97 or 5,000 hours  
Option: new 5 cu. yd. rock bucket \$ 9,110.00

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: immediately

BIDDING ORGANIZATION Blanchard Machinery Company  
ADDRESS: P.O. BOX 517, 224 Neely Ferry Road,  
CITY, STATE, ZIP CODE Simpsonville, S. C. 29681

SIGNATURE OF BIDDERS REPRESENTATIVE: Barry Sullivan

TITLE: Sales Representative

DATE: December 1, 1995

TELEPHONE: (803) 963-3645 or 1 - 800 447-9301

BID NO. 95-20

(Use this number on envelopes  
and all related correspondence

NEW MACHINE

BID FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691

The BLANCHARD MACHINERY COMPANY  
submits herewith our Bid in response to bid request number shown above, and in  
compliance with the description(s) and/or specification(s) numbered Page 1 - 4  
and attached hereto for one new 5 cu. yd. wheel loader.

Base Bid \$ 220,437.00

make Caterpillar model 970F

standard warranty 6 months full machine warranty - detailed inside

Option: extended warranty

3 years, 5,000 hr. full machine warranty \$ 3,735.00  
detailed inside

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: 30 - 75 days

BIDDING ORGANIZATION BLANCHARD MACHINERY COMPANY

ADDRESS: P.O. BOX 517, 224 Neely Ferry Road

CITY, STATE, ZIP CODE Simpsonville, S. C. 29681

SIGNATURE OF BIDDERS REPRESENTATIVE: Barry Sullivan

TITLE: Sales Representative

DATE: December 1, 1995

TELEPHONE: (803) 963-3645 or 1 800 447-9301

BID SUPPLEMENTAL FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 West Main Street  
WALHALLA, SOUTH CAROLINA 29691

Date 12/1/95

BID No. 95-20

EXCEPTIONS:

-The 966F is rated @ 235 HP.

-The 966F has a full turn static tipping load of 28,343 lbs.

We would like to price a new 966F & a 980G for your consideration along with the 970F.  
We also have included a non-appropriation lease payment annually over 3 yrs. @ 5.9%.

1 - 966FII Cat Wheel Loader w/ all standard equipment plus a crankcase guard, powertrain guard, outside mirrors, a 5 cu.yd. bucket, 26.5-R25 XHA L-3 Michelin tires & a no-spin differential. (extended warranty included in price) + A/C (JBS)

\$206,148.00 (3 annual payments of \$72,690.00)

1 - 970FII Cat Wheel Loader w/ all standard equipment plus a crankcase guard, powertrain guard, outside mirrors, a 5.6 cu.yd. bucket, 26.5-R25 XHA L-3 Michelin tires, ride control & a no-spin differential. (extended warranty included in price) + A/C (JBS)

\$224,172.00 (3 annual payments of \$79,046.00)

1 - 980G Cat Wheel Loader w/ all standard equipment plus guards, a 7.5 cu.yd. bucket, 29.5-R25 XHA L-3 Michelin tires & a no-spin differential. (extended warranty included in price) + A/C (JBS)

\$284,367.00 (3 annual payments of \$100,272.00)

Warranty: Standard warranty is 6 mos. full machine (not to include travel time after 1st 3 mos.)  
The extended warranty includes a full machine warranty (not to include abuse, normal wear, etc.)  
with a \$300.00 deductible per occurrence after the 1st 3 mos.

These machines are equipped identical to our normally stocked machines except for the no-spin differential. If this option is taken off, the availability of the 966F & the 970F can be greatly improved. (to delete no-spin diff. subtract \$1,082.00 from 966F and/or 970F price)

1 - 966F used Cat Wheel Loader that you have on rent set up like the 966F above without the no-spin diff. with approx. 1,900 hrs. Priced according to Oconee County having paid 9 rental payments up to 12/23/95. Has Powertrain Warranty until 12/7/97 or 5,000 hrs.

\$161,064.38 (3 annual payments of \$56,793.00)



BID NO. 95-20

(Use this number on envelopes  
and all related correspondence)

USED MACHINE

BID FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691

The INTERSTATE EQUIPMENT COMPANY  
submits herewith our Bid in response to bid request number shown above, and in  
compliance with the description(s) and/or specification(s) numbered Page 1 - 4  
and attached hereto for one used 5 cu. yd. wheel loader.

Base Bid \$ 183,397.00  
year 1995 make KAWASAKI model 90Z IV  
no. of hours 155  
warranty Two (2) Year / 3000 Hour  
Option: new 5 cu. yd. rock bucket \$ INCLUDED

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: ONE (1) WEEK

BIDDING ORGANIZATION INTERSTATE EQUIPMENT COMPANY

ADDRESS: P.O. BOX 868

CITY, STATE, ZIP CODE STATESVILLE, NC 28687

SIGNATURE OF BIDDERS REPRESENTATIVE: *William W. Winters, Jr.*

TITLE: William W. Winters, Jr.  
VICE PRESIDENT/GENERAL MANAGER

DATE: November 28, 1995

TELEPHONE: 704-873-9048

(Use this number on envelopes  
and all related correspondence)

NEW MACHINE

BID FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, SOUTH CAROLINA 29691

The INTERSTATE EQUIPMENT COMPANY  
submits herewith our Bid in response to bid request number shown above, and in  
compliance with the description(s) and/or specification(s) numbered Page 1 - 4  
and attached hereto for one new 5 cu. yd. wheel loader.

Base Bid \$ 188,563.00

make KAWASAKI model 90Z IV

standard warranty Two (2) YEAR/3000 HOUR

Option: extended warranty  
TWO (2) YEAR/3000 HOUR AS SPECIFIED \$ INCLUDED

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental  
Form attached hereto.

Delivery Date: TWO (2) WEEKS

BIDDING ORGANIZATION INTERSTATE EQUIPMENT COMPANY

ADDRESS: P.O. BOX P. O. BOX 868

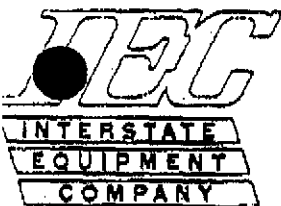
CITY, STATE, ZIP CODE STATESVILLE, NC 28687

SIGNATURE OF BIDDERS REPRESENTATIVE: *William W. Winters, Jr.*  
William W. Winters, Jr.

TITLE: VICE PRESIDENT/GENERAL MANAGER

DATE: November 28, 1995

TELEPHONE: 704-873-9048



P. O. BOX 800

PHONE (704) 873-9048

FAX (704) 872-6071

STATESVILLE, NORTH CAROLINA 28677

December 4, 1995

Maryanne Dillard  
 Oconee County  
 Purchasing Department  
 201 West Main Street  
 Walhalla, SC 29691

Dear Maryanne:

To clarify our Bid for one (1) used, and one (1) new 5 cu. yd. wheel loader on your Bid No. 95-20, both Kawasaki machines that were quoted include the bumper to bumper 2-Year 3000 Hour Warranty.

Thank you for this opportunity to offer our equipment, and if we can provide any further information, please don't hesitate to call.

Very truly yours,

INTERSTATE EQUIPMENT COMPANY

William W. Winters, Jr.

WWW:wj

cc: Frank Eller  
 Walter Reese  
 Mark Dantzler  
 Cooper Gunby

OCONEE COUNTY BID TABULATION

BID FOR: Rebuilding engine, transmission, torque converter, & linkage in 945B Fiat Allis      DATE: October 25, 1995      BID NO: 95-11      LOCATION: Walhalla, SC      TIME: 2:00p.m.

	Van Lott, Inc.	Road Machinery	Jasper Engines	Pioneer Mach.	Boggs Tractor	Williams Detroit	
Base bid	62,505.93	38,150.00	no bid	47,963.03			
Camshaft	1,602.85	650.00		1,393.78			
Heads	1,681.62 ea	2,528.00		1,681.62 ea			
Timing gear components	1,592.54	1,331.20		1,203.74			
Oil cooler	2,641.00	3,500.00		engine 2,296.45 trans 2,296.45			
Crankshaft	6,354.28	8,300.00		5,525.46			
Other	engine oil pump 1,048.00			turbo 2,863.84			
Option #1	no bid	38,150.00		no bid			
Option #2	no bid	21,500.00		no bid			
TOTAL							
		withdrew bid- see letter					

ATTENDING OPENING: Jenny Peay, Ann Albertson, Tommy Crumpton, Brent Beverly-Pioneer Machinery, Richard Russell-Van Lott, Bobby Bell-Road Machinery  
Lee Davis

OCONEE COUNTY BID TABULATION

BID FOR: Fire Fighting Equipment for Rural Fire Dept. DATE: November 29, 1995 BID NO: 95-17 LOCATION: Walhalla, SC TIME: 2:00 p.m.

	Charlotte Equipment Sales	Zimmerman- Evans, Inc.	Carolina Firemasters, Inc.	Vista Sales & Service, Inc.	Anderson Fire & Safety Equip. Co.	Carolina Industrial Sales	Carolina Safety Assoc.
8-Astra Style coats-tan	332.00	(Janesville) 246.70					
8-Astra Style Bib Pants	294.00	199.24					
1-Astra Style Coat-black		(Janesville) 246.25					
1-Astra Style Bib Pants-blk		198.84					
2-Trousers	Quacker Trad. 114.00	206.19					
3-Suspenders-reflective	9.90 108.90	13.32	16.00		18.00		
5-Servus Non-insul. Boots	63.20	62.44	60.00	60.00	60.00	89.50	
42 17-Gloves-thermo leather	22.80	14.81 622.02	26.00		19.50		20.00
50 21-Lenzing Hoods	14.00 700.00	17.49	14.00	17.95	16.00		22.50
11-Bullard Helmets	99.00	121.25	120.00	90.00 990.00	105.00		107.00
1-Bunker Gear Bag		39.26	40.00		35.00		
3-100' Sections of 5" Hose		5.86/ft	550.00/section		658.00/section	573.50/sect.	
1-5" Flex Suction Hose-10'		327.08	560.00		225.00 225.00		
400-Foot-1 3/4 Hose-50'	2.66/ft.		2.90/ft		2.70/ft	3.19/ft+ frt.	
1-Salvage Cover		152.60	100.00		120.00		
13 12-Scott Cylinders					315.00		299.00 3,887.00
2-18" Supervac-4hp Engine		957.00	826.00 1652.00	1008.00	1100.00		

ATTENDING OPENING: Dewitt Mize, Bobby Williams - Rural Fire; Marianne Dillard, Jenny Peay, Lee Davis

OCONEE COUNTY BID TABULATION

BID FOR: Fire Fighting Equipment for Rural Fire Dept. DATE: November 29, 1995 BID NO: 95-17 LOCATION: Walhalla, SC TIME: 2:00 p.m.

	Charlotte Equipment Sales	Zimmerman- Evans, Inc.	Carolina Firemasters, Inc	Vista Sales & Service, Inc.	Anderson Fire & Safety Equip. Co.	Carolina Industrial Sales	Carolina Safety Assoc.
1-Extenda A Gun			700.50 700.50				
8-Streamlights SL45		93.50	92.00	85.00	85.00		
1-Halogen Floodlight		295.00	281.00		320.00		
1-1 3/4" Turbo Jet Nozzle		451.40	489.00		415.00 415.00		
<sup>24</sup> 18-Super Pass Alarms	94.00	102.94	95.00	105.00	118.00		Does not meet 88.00 specs.
Total	808.90	622.02	2,352.50	990.00	640.00		3,887.00
Sales Tax	40.45	31.11	117.63	49.50	32.00		194.35
GRAND TOTAL	849.35	653.13	2,470.13	1,039.50	672.00		4,081.35

ATTENDING OPENING:

OCONEE COUNTY BLD TABULATION

BID FOR: Fire Fighting Equipment for Rural Fire Dept. DATE: November 29, 1995 BID NO: 95-17 LOCATION: Walhalla, SC TIME: 2:00 p

	Asheville Fire & Safety Co., Inc.	Firemart	Stevens Fire Equipment	Jack L. Slagles Fire Company	Advanced Fire Apparatus, Inc.		
8-Astra Style coats-tan				282.00 2256.00	345.88		
8-Astra Style Bib Pants				✓168.00 1344.00	226.75		
1-Astra Style Coat-black				✓282.00 282.00	326.00		
1-Astra Style Bib Pants-blk				168.00 168.00	215.00		
2-Trousers				145.00 <sup>Globe</sup> 290.00	195.00		
3-Suspenders-reflective		16.00	14.00	16.85	18.00		
5-Servus Non-insul. Boots	70.00	66.00	52.25 261.25	55.00	57.00		
17-Gloves-thermo leather	25.00	29.00		25.25	22.90		
<sup>50</sup> 21-Lenzing Hoods	20.00	17.30		14.35	19.90		
11-Bullard Helmets	115.00	102.00	92.00	121.00			
1-Bunker Gear Bag		38.00	✓33.15 33.15	35.85	29.00	only item lowest on	
3-100' Sections of 5" Hose	575.00	540.00	5.15' 1545.00	542.00	516.00		
1-5" Flex Suction Hose-10'		364.00	294.25	296.85	278.00		
<sup>650</sup> <del>400</del> -Foot-1 3/4 Hose-50'	3.20'	2.64'	1.43' 929.50	1.50'	2.32'		
1-Salvage Cover		100.00		83.85 83.85			
12-Scott Cylinders	305.00			447.00			
2-18" Supervac-4hp Engine	990.00		833.35	1039.00	1235.00		

ATTENDING OPENING:

BID FOR: Fire Fighting Equipment for Rural Fire Dept. DATE: November 29, 1995 BID NO: 95-17 LOCATION: Walhalla, SC TIME: 2:00 p

	Asheville Fire & Safety Co., Inc.	Firemart	Stevens Fire Equipment	Jack L. Slagles Fire Company	Advanced Fire Apparatus, Inc.		
1-Extenda A Gun		972.00		does not meet specs. 269.00			
8-Streamlights SL45	95.00	84.00	672.00	89.97	85.00	93.00	
1-Halogen Floodlight		320.00		265.00	265.00		
1-1 3/4" Turbo Jet Nozzle		485.00		424.10	429.00	448.00	
24 18-Super Pass Alarms			93.00	2232.00	97.00		
Total		672.00		5,000.90	4,688.85		
Sales Tax		33.60		250.05	234.45		
GRAND TOTAL		705.60		5,250.95	4,923.30		

ATTENDING OPENING:



C. K. ...

**BID NO. 95-17**  
 (Use this number on envelopes and all related correspondence)

**BID FORM**  
**OCONEE COUNTY PURCHASING DEPARTMENT**  
**201 WEST MAIN STREET**  
**WALHALLA, S. C. 29691**

The \_\_\_\_\_ submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for fire fighting equipment for the Rural Fire Department

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
8	Globe/Janesville <u>Astra</u> Style coats-tan ✕	332 <sup>00</sup>	2656 <sup>00</sup>
8	Globe/Janesville <u>Astra</u> Style Bib Pants ✕	294 <sup>00</sup>	2352 <sup>00</sup>
1	Globe/Janesville <u>Astra</u> Style coat -black ✕		332 <sup>00</sup>
1	Globe/Janesville <u>Astra</u> Style Bib Pants -black ✕		294 <sup>00</sup>
2	Globe/Janesville trousers & <u>QUACKETZ</u> <u>TRADITION</u>	114 <sup>00</sup>	228 <sup>00</sup>
3	Suspenders - reflective <u>A.D.</u>	9.90	29.70
5	Servus non-insulated boots <u>Model 11454</u>	63.20	316.00
17	Gloves - thermo leather <u>Arm 7300</u>	22.80	387.60
21	Lenzing Hoods <u>PER 22 EXTRA STILE TEL</u> <u>TOTAL LENZING 22'</u>	14 <sup>00</sup>	294.00
11	Buttard Helmets <u>CHIEFTAIN</u>	99 <sup>00</sup>	1089 <sup>00</sup>
1	Bunker Gear Bags <u>EXTRA LARGE</u>		32 <sup>00</sup>
3	100' Sections 5" Hose		N/B
1	5" Flex Suction Hose - 10' sections		2650 <sup>00</sup>
400	Foot - 1 3/4" Hose - 50' sections	132 <sup>00</sup>	1056 <sup>00</sup>
1	Salvage Cover		N/B
12	Scott Cylinders		N/B
2	18" Supervac - 4 H.P. Engine		N/B
1	Extenda A Gun w/Flange & Bracket		N/B
8	Streamlights SL45		N/B
1	Halogen Floodlight w/4' poles		N/B
1	1 3/4" Turbo Jet Nozzle		N/B
18	Super Pass Alarms - <u>SP1</u> - Grace <u>PAC 3</u> <u>OR</u> <u>PAC 5</u>	94 <sup>00</sup>	1692 <sup>00</sup>
		102 <sup>00</sup>	1836 <sup>00</sup>

Astra: out of production. we are quoting Quacker Patrol 29" coat.

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 8/22/95

BIDDING ORGANIZATION Charlotte Equipment Sales, Inc.

ADDRESS: P. O. BOX 7243

CITY, STATE, ZIP CODE Charlotte NC 28241

SIGNATURE OF BIDDERS REPRESENTATIVE Phyllis Jones

TITLE VP

DATE Nov 20, 1995

TELEPHONE (704) 588-1276

BID NO. 95-17

(Use this number on envelopes and all related correspondence)

**BID FORM  
OCONEE COUNTY PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, S. C. 29691**

The Zimmerman-Evan, Inc. submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for fire fighting equipment for the Rural Fire Department

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	
8	Globe/Janesville Astra Style coats-tan JANESVILLE PAC/CLO2 29" length	\$246.70	\$1,973.60	NOTE 1&5
8	Globe/Janesville Astra Style Bib Pants JANESVILLE PAP/PL02	199.24	1,593.92	NOTE 2
1	Globe/Janesville Astra Style coat -black JANESVILLE PAC/CLO2 29" length	246.25	246.25	NOTE 3&5
1	Globe/Janesville Astra Style Bib Pants -black JANESVILLE PAP/PL02	198.84	198.84	NOTE 2
2	Globe/Janesville trousers JANESVILLE CUSTOM DELUXE	206.19	412.38	NOTE 4
3	Suspenders - reflective JANESVILLE	13.32	39.96	
5	RED NIGHTHAWK LSR7SL Servus non-insulated boots #11454	62.44	312.20	
17	Gloves - thermo leather American Firewear Grey, NFPA 3300	14.81	251.77	
21	Lenzing Hoods American Firewear 6 1/2" bib, #200-287	17.49	367.29	
11	Bullard Helmets Offering Lion 3700 instead of Bullard (See literature)	121.25	1,333.75	
1	Bunker Gear Bags American Firewear B61RS	39.26	39.26	
3	100 Sections 5" Hose Jaffrey JAFRIB	5.86/ft	1,758.00	
1	5" Flex Suction Hose - 10' sections Kochek P5051	327.08	327.08	
400	Foot - 1 3/4 Hose - 50' sections		NO BID	
1	Salvage Cover FOL-DA-TANK SC12X18 10 oz. vinyl	152.60	152.60	
12	Scott Cylinders		NO BID	
2	18" Supervac - 4 H.P. Engine 718G4-H	957.00	1,914.00	
1	Extenda A Gun w/Flange & Bracket		NO BID	
8	Streamlights SL45 SL40FX	93.50	748.00	
1	Halogen Floodlight w/4' poles EXTENDALITE E-500 with SM-2 brackets	295.00	295.00	
1	1 3/4" Turbo Jet Nozzle AKRON 1723P	451.40	451.40	
18	Super Pass Alarms - SP1 - Grace MOTION ONLY.	102.94	1,852.92	

NOTES: 1. 32" length TAN coat \$250.39 each, 8 for \$2,003.12. 2. with red suspenders, LSR8SL. 3. 32" length BLACK coat \$249.84. 4. With suspenders red Nighthawk LSR7SL 5. Letters are \$1.05 each, 3" Red Scotchlite sewn on - not included in price of coats. 6. SC sales tax is not included in prices.

*bid*

PP#: 3286  
OCONEE COUNTY, SC

INCLUDED AS STANDARD ON PROTECT-ALL COAT:

- Detachable liner
- 4" Kevlar wristlets
- California EverDry waterwell system
- Pearl leather shoulder caps, elbows, and cuffs
- Quick release zipper inside/velcro closure outside
- (2) 3.5"x 9"x 2" radio pockets lined with polycotton moisture barrier, velcro closure - (1) on left chest (1) on left sleeve
- Reverse snap hook riveted to top of right sleeve
- NFPA 2"- 3" Red/Orange Scotchlite trim

NOTE: ALL lettering is priced per letter and must be added to coat price

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INCLUDED AS STANDARD ON PROTECT-ALL PANT:

- Detachable liner
  - Pearl leather knee patches and cuffs
  - Takeup strap each side at waist
  - (2) 9.5"x 10"x 2" semi-bellows pockets reinforced inside and out with leather, velcro closure
  - 2" Red/Orange Scotchlite cuff trim
  - Velcro fly closure
- 

INCLUDED AS STANDARD ON CUSTOM DELUXE PANT:

- Black leather knee patches and cuffs
- (2) 10"x 10"x 2" full bellows pockets reinforced inside and out with leather, velcro closure
- 2" Lime/Yellow Scotchlite cuff trim
- Snap fly closure

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: Stock to 75 days ARO

BIDDING ORGANIZATION Zimmerman-Evans, Inc.

ADDRESS: P. O. BOX 38006

CITY, STATE, ZIP CODE Greensboro, NC 27438

SIGNATURE OF BIDDERS REPRESENTATIVE *Garrison Wheeler*

TITLE Sales Representative

DATE November 21, 1995

TELEPHONE (910)855-9832 or (800)334-9674

BID NO. 95-17

(Use this number on envelopes and all related correspondence)

**BID FORM  
OCONEE COUNTY PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, S. C. 29691**

The Carolina Firefighters submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for fire fighting equipment for the Rural Fire Department

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
8	Globe/Janesville Astra Style coats-tan	NO BID	
8	Globe/Janesville Astra Style Bib Pants	NO BID	
1	Globe/Janesville Astra Style coat -black	NO BID	
1	Globe/Janesville Astra Style Bib Pants -black	NO BID	
2	Globe/Janesville trousers	NO BID	
3	Suspenders - reflective	16.00	48.00
5	Servus non-insulated boots	60.00	300.00
17	Gloves - thermo leather <i>Shelby wolverines 5225</i>	26.00	442.00
21	Lenzing Hoods	14.00	294.00
11	Bullard Helmets	120.00	1320.00
1	Bunker Gear Bags	40.00	40.00
3	100' Sections 5" Hose	550.00	1650.00
1	5" Flex Suction Hose - 10' sections	560.00	560.00
(8)400	Foot - 1 3/4 Hose - 50' sections ( <i>Anous red chief</i> )	145.00	1160.00
1	Salvage Cover	100.00	100.00
12	Scott Cylinders	NO BID	418
2	18" Supervac - 4 H.P. Engine	826.00	1652.00
1	Extenda A Gun w/Flange & Bracket	700.50	700.52
8	Streamlights SL45	92.00	736.00
1	Halogen Floodlight w/4' poles	281.00	281.00
1	1 3/4" Turbo Jet Nozzle	489.00	489.00
18	Super Pass Alarms - SP1 - Grace	95.00	1710.00

Bid shall include delivery to location stated on Bid Notice.  
Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: \_\_\_\_\_  
BIDDING ORGANIZATION Carolina FireMasters  
ADDRESS: P. O. BOX P.O. Box 1116  
CITY, STATE, ZIP CODE Bennettsville SC 29512  
SIGNATURE OF BIDDERS REPRESENTATIVE [Signature]  
TITLE Customer Service  
DATE 11/20/95  
TELEPHONE 800-741-7410

**BID NO. 95-17**

(Use this number on envelopes and all related correspondence)

**BID FORM  
OCONEE COUNTY PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, S. C. 29691**

The Vista Sales & Service Inc. submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for fire fighting equipment for the Rural Fire Department

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
8	Globe/Janesville Astra Style coats-tan		NO BID
8	Globe/Janesville Astra Style Bib Pants		NO BID
1	Globe/Janesville Astra Style coat -black		NO BID
1	Globe/Janesville Astra Style Bib Pants -black		NO BID
2	Globe/Janesville trousers		NO BID
3	Suspenders - reflective		NO BID
5	Servus non-insulated boots --Ranger Firewalker	\$60.00	\$300.00
17	Gloves - thermo leather		NO BID
21	Lenzing Hoods	\$17.95	\$376.95
11	Bullard Helmets	\$90.00	\$990.00
1	Bunker Gear Bags		NO BID
3	100' Sections 5" Hose		NO BID
1	5" Flex Suction Hose - 10' sections		NO BID
400	Foot - 1 3/4 Hose - 50' sections		NO BID
1	Salvage Cover		NO BID
12	Scott Cylinders		NO BID
2	18" Supervac - 4 H.P. Engine	\$1,008.00	\$2,016.00
1	Extenda A Gun w/Flange & Bracket		NO BID
8	Streamlights SL45	\$85.00	\$680.00
1	Halogen Floodlight w/4' poles		NO BID
1	1 3/4" Turbo Jet Nozzle		NO BID
18	Super Pass Alarms - SPI - Grace --Detex PAL 5+	\$105.00	\$1,890.00



Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: ASAP--One week

BIDDING ORGANIZATION Vista Sales & Service Inc.

ADDRESS: P. O. BOX 2750 McCollum Parkway

CITY, STATE, ZIP CODE Kennesaw, GA 30144

SIGNATURE OF BIDDERS REPRESENTATIVE Michael Olaus

TITLE Sales Manager

DATE November 20, 1995

TELEPHONE (800) 241-8081

BID SUPPLEMENTAL FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 West Main Street  
WALHALLA, SOUTH CAROLINA 29691

DATE November 20, 1995

BID NO. 95-17

Item #5--Ranger Firewalker boot--bid equal

Item #18--Detex PAL 5+--bid equal

**BID NO. 95-17**

(Use this number on envelopes and all related correspondence)

**BID FORM  
 OCONEE COUNTY PURCHASING DEPARTMENT  
 201 WEST MAIN STREET  
 WALHALLA, S. C. 29691**

The Anderson Fire & Safety submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for fire fighting equipment for the Rural Fire Department

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
8	Globe/Janesville Astra Style coats-tan		
8	Globe/Janesville Astra Style Bib Pants	NOTICE: Globe	No longer makes Astra
1	Globe/Janesville Astra Style coat -black	style	coats and pants.
1	Globe/Janesville Astra Style Bib Pants -black	Attached is bid on	GX-7.
2	Globe/Janesville trousers		
3	Suspenders - reflective	18.00	54.00
5	Servus non-insulated boots #11454	60.00	300.00
17	Gloves - thermo leather - Charkate, pigskin	19.50	331.50
21	Lenzing Hoods - Charkate long, PBI	16.00	336.00
11	Bullard Helmets	105.00	1155.00
1	Bunker Gear Bags Globe	35.00	35.00
3	100' Sections 5" Hose - Niedner	685.00	2055.00
1	5" Flex Suction Hose - 10' sections - Niedner	225.00	225.00
400	Foot - 1 3/4" Hose - 50' sections - Snap-Tite	135.00	1080.00
1	Salvage Cover - Fir1 - 100z. red	120.00	120.00
12	Scott Cylinders #804101-01	315.00	3780.00
2	18" Supervac - 4 H.P. Engine - Ram Fan #G165	1100.00	2200.00
1	Extenda A Gun w/Flange & Bracket		NO BID
8	Streamlights SL45	85.00	680.00
1	Halogen Floodlight w/4' poles - E-500	320.00	320.00
1	1 3/4" Turbo Jet Nozzle	415.00	415.00
18	Super Pass Alarms - SP1 - Grace - Pal 111	118.00	2124.00

**PERSON FIRE & SAFETY**  
P.O. Box 1265  
West Standridge Rd.  
ANDERSON, SOUTH CAROLINA 29622

1949

PLEASE INDICATE THE ABOVE NUMBER WHEN ORDERING

(803) 225-1128 225-0081

Oconee County Purchasing

QUOTATION DATE 11/16/95	SALESPERSON David Nichols
INQUIRY DATE	INQUIRY NUMBER

ESTIMATED SHIPPING DATE	SHIPPED VIA	F.O.B.	TERMS	QUANTITY	DESCRIPTION	PRICE	AMOUNT
				8	Globe#80776-1,32",7.5 oz. Tan or Black Nomex GX-7 Jackets Neoprene coated cotton poly moisture barrier ,nomex quilt liner,13P Radio pocket on left breast,13P radio pocket on left sleeve. Helmet snap on upper right sleeve,NFPA style,scotchlite trim. Add for 58 chest on coat \$68.63	\$294.10 ea.	\$2352.80
				8	Globe #90776-1,7.5 oz. Tan or Black nomex GX-7 pants, same as coats,leather knees,2" Scotchlite around cuffs. Add \$53.15 for size 56 Trousers	\$200 46	\$1603.20
				2	Globe #20776-1,7.5 oz. Black nomex traditional pants ,neoprene coated cotton poly moisture barrier nomex quilt liner,leather knees	\$175 16	\$350 32

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE CONDITIONS PRINTED ON REVERSE SIDE, AND IS VALID FOR \_\_\_\_\_ DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

BY \_\_\_\_\_ ACCEPTED \_\_\_\_\_ DATE \_\_\_\_\_

SIGN AND RETURN YELLOW ACCEPTANCE COPY WHEN ORDERING.

*Thank You!*

BID NO. 95-17

(Use this number on envelopes and all related correspondence)

**BID FORM**  
**OCONEE COUNTY PURCHASING DEPARTMENT**  
**201 WEST MAIN STREET**  
**WALHALLA, S. C. 29691**

The \_\_\_\_\_ submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for fire fighting equipment for the Rural Fire Department

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
8	Globe/Janesville Astra Style coats-tan	_____	_____
8	Globe/Janesville Astra Style Bib Pants	_____	_____
1	Globe/Janesville Astra Style coat -black	_____	_____
1	Globe/Janesville Astra Style Bib Pants -black	_____	_____
2	Globe/Janesville trousers	_____	_____
3	Suspenders - reflective	_____	_____
5	Servus non-insulated boots # 11469	<u>89.50</u>	<u>447.50 + 8.00 ups 455.50</u>
17	Gloves - thermo leather	_____	_____
21	Lenzing Hoods	_____	_____
11	Bullard Helmets	_____	_____
1	Bunker Gear Bags	_____	_____
3	100' Sections 5" Hose	<u>573.50</u>	<u>1720.50 + FR.T. 75.00</u>
1	5" Flex Suction Hose - 10' sections	_____	<u>1795.50</u>
400	Foot - 1 3/4 Hose - 50' sections	<u>159.50</u>	<u>1276.00 + FR.T. 45.00</u>
1	Salvage Cover	_____	<u>1321.00</u>
12	Scott Cylinders	_____	_____
2	18" Supervac - 4 H.P. Engine	_____	_____
1	Extenda A Gun w/Flange & Bracket	_____	_____
8	Streamlights SL45	_____	_____
1	Halogen Floodlight w/4' poles	_____	_____
1	1 3/4" Turbo Jet Nozzle	_____	_____
18	Super Pass Alarms - SP1 - Grace	_____	_____

Bid shall include delivery to location stated on Bid Notice.  
Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 30 Days AEO  
BIDDING ORGANIZATION CAROLINA FMD-SALES INC  
ADDRESS: P. O. BOX 2037 Hwy 378 W  
CITY, STATE, ZIP CODE Lexington SC 29972  
SIGNATURE OF BIDDERS REPRESENTATIVE Rene A. Allen  
TITLE President  
DATE 11-22-95  
TELEPHONE 803-359-7994

BID NO. 95-17

(Use this number on envelopes and all related correspondence)

**BID FORM**  
**OCONEE COUNTY PURCHASING DEPARTMENT**  
**201 WEST MAIN STREET**  
**WALHALLA, S. C. 29691**

The Carolina Safety Associates submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for fire fighting equipment for the Rural Fire Department

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
8	Globe/Janesville Astra Style coats-tan		No Bid
8	Globe/Janesville Astra Style Bib Pants		No Bid
1	Globe/Janesville Astra Style coat -black		No Bid
1	Globe/Janesville Astra Style Bib Pants -black		No Bid
2	Globe/Janesville trousers		No Bid
3	Suspenders - reflective		No Bid
5	Servus non-insulated boots		No Bid
17	Gloves - thermo leather <i>Fire Dex #601BLW</i>	20.00	340.00 *
21	Lenzing Hoods <i>Fire Dex # H33PF</i>	22.50	472.50 *
11	Bullard Helmets	107.00	1177.00
1	Bunker Gear Bags		No Bid
3	100' Sections 5" Hose		No Bid
1	5" Flex Suction Hose - 10' sections		No Bid
400	Foot - 1 3/4 Hose - 50' sections		No Bid
1	Salvage Cover		No Bid
12	Scott Cylinders	299.00	3,588.00
2	18" Supervac - 4 H.P. Engine		No Bid
1	Extenda A Gun w/Flange & Bracket		No Bid
8	Streamlights SL45		No Bid
1	Halogen Floodlight w/4' poles		No Bid
1	1 3/4" Turbo Jet Nozzle		No Bid
18	<del>Super Pass Alarms - SP1 - Grace</del> <i>Rural Ally PASS</i>	88.00	1,584.00 *

\* Literature Attached

Bid shall include delivery to location stated on Bid Notice.  
Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: Within 30 days of order  
BIDDING ORGANIZATION Carolina Safety Associates  
ADDRESS: P. O. BOX P.O. Box 520  
CITY, STATE, ZIP CODE Arcadia S.C. 29320  
SIGNATURE OF BIDDERS REPRESENTATIVE David Buller  
TITLE Manager  
DATE 11-27-95  
TELEPHONE (803) 574-7373



BID NO. 95-17

(Use this number on envelopes and all related correspondence)

**BID FORM**  
**OCONEE COUNTY PURCHASING DEPARTMENT**  
**201 WEST MAIN STREET**  
**WALHALLA, S. C. 29691**

The Asherille Fire & Safety Co submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for fire fighting equipment for the Rural Fire Department

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
8	Globe/Janesville Astra Style coats-tan	—	—
8	Globe/Janesville Astra Style Bib Pants	—	—
1	Globe/Janesville Astra Style coat -black	—	—
1	Globe/Janesville Astra Style Bib Pants -black	—	—
2	Globe/Janesville trousers	—	—
3	Suspenders - reflective	—	—
5	Servus non-insulated boots	70.00	350.00
17	Gloves - thermo leather	25.00	425.00
21	Lenzing Hoods	20.00	420.00
11	Bullard Helmets	115.00	1265.00
1	Bunker Gear Bags	—	35.00
3	100' Sections 5" Hose	575.00	1725.00
1	5" Flex Suction Hose - 10' sections	—	310.00
400	Foot - 1 3/4 Hose - 50' sections	3.20	1280.00
1	Salvage Cover	—	105.00
12	Scott Cylinders	305.00	3660.00
2	18" Supervac - 4 H.P. Engine	990.00	1980.00
1	Extenda A Gun w/Flange & Bracket	No	Bid
8	Streamlights SL45	95.00	760.00
1	Halogen Floodlight w/4' poles	—	350.00
1	1 3/4" Turbo Jet Nozzle	—	480.00
18	Super Pass Alarms - SP1 - Grace	—	—

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 30-45 Days

BIDDING ORGANIZATION \_\_\_\_\_

ASHEVILLE FIRE & SAFETY CO

PO BOX 2626

ADDRESS: P. O. BOX \_\_\_\_\_

ASHEVILLE, NC 28802

CITY, STATE, ZIP CODE \_\_\_\_\_

SIGNATURE OF BIDDERS REPRESENTATIVE

Russell Rhinehart

TITLE

President

DATE

11-28-95

TELEPHONE

704-252-8193

BID NO. 95-17

(Use this number on envelopes and all related correspondence)

**BID FORM  
OCONEE COUNTY PURCHASING DEPARTMENT  
201 WEST MAIN STREET  
WALHALLA, S. C. 29691**

The FIREMART submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for fire fighting equipment for the Rural Fire Department

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
8	Globe/Janesville Astra Style coats-tan	N/B	
8	Globe/Janesville Astra Style Bib Pants	N/B	
1	Globe/Janesville Astra Style coat -black	N/B	
1	Globe/Janesville Astra Style Bib Pants -black	N/B	
2	Globe/Janesville trousers	N/B	
3	Suspenders - reflective	16.00	48.00
5	Servus non-insulated boots	66.00	330.00
17	Gloves - thermo leather	29.00	493.00
21	Lenzing Hoods	17.30	363.30
11	Bullard Helmets	102.00	1122.00
1	Bunker Gear Bags	38.00	38.00
3	100' Sections 5" Hose	540.00	1620.00
1	5" Flex Suction Hose - 10' sections	364.00	364.00
400	Foot - 1 3/4 Hose - 50' sections	132.00	1056.00
1	Salvage Cover	\$100.00	100.00
12	Scott Cylinders	N/B	
2	18" Supervac - 4 H.P. Engine	N/B	
1	Extenda A Gun w/Flange & Bracket	972.00	972.00
8	Streamlights SL45	84.00	672.00
1	Halogen Floodlight w/4' poles	320.00	320.00
1	1 3/4" Turbo Jet Nozzle	485.00	485.00
18	Super Pass Alarms - SP1 - Grace	N/B	

Bid shall include delivery to location stated on Bid Notice.  
Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: Jan. 15, 1996  
BIDDING ORGANIZATION FIREMART  
ADDRESS: P. O. BOX 145  
CITY, STATE, ZIP CODE Woodruff SC 29388  
SIGNATURE OF BIDDERS REPRESENTATIVE Walter T. Daw  
TITLE Owner  
DATE 11/27/95  
TELEPHONE 1-800-874-6598

BID NO. 95-17

(Use this number on envelopes and all related correspondence)

**BID FORM**  
**OCONEE COUNTY PURCHASING DEPARTMENT**  
**201 WEST MAIN STREET**  
**WALHALLA, S. C. 29691**

The STEVENS FIRE EQUIPMENT/NAFECO OF NC submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for fire fighting equipment for the Rural Fire Department

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
8	Globe/Janesville Astra Style coats-tan	<u>NO BID</u>	<u>          </u>
8	Globe/Janesville Astra Style Bib Pants	<u>NO BID</u>	<u>          </u>
1	Globe/Janesville Astra Style coat -black	<u>NO BID</u>	<u>          </u>
1	Globe/Janesville Astra Style Bib Pants -black	<u>NO BID</u>	<u>          </u>
2	Globe/Janesville trousers	<u>NO BID</u>	<u>          </u>
3	Suspenders - reflective	<u>14.00</u>	<u>42.00</u>
5	Servus non-insulated boots RANGER #3104	<u>52.25</u>	<u>261.25</u>
17	Gloves - thermo leather	<u>NO BID</u>	<u>          </u>
21	Lenzing Hoods	<u>NO BID</u>	<u>          </u>
11	Bullard Helmets LION HELMET w/5" HIGH TEMP FACE SHIELD	<u>92.00</u>	<u>1012.00</u>
1	Bunker Gear Bags	<u>33.15</u>	<u>33.15</u>
3	100' Sections 5" Hose	<u>5.15</u>	<u>1545.00</u>
1	5" Flex Suction Hose - 10' sections	<u>294.25</u>	<u>294.25</u>
400	Foot - 1 3/4 Hose - 50' sections	<u>1.43</u>	<u>572.00</u>
1	Salvage Cover	<u>NO BID</u>	<u>          </u>
12	Scott Cylinders	<u>NO BID</u>	<u>          </u>
2	18" Supervac - 4 H.P. Engine	<u>833.35</u>	<u>1666.70</u>
1	Extenda A Gun w/Flange & Bracket	<u>NO BID</u>	<u>          </u>
8	Streamlights SL45	<u>89.97</u>	<u>719.76</u>
1	Halogen Floodlight w/4' poles	<u>NO BID</u>	<u>          </u>
1	1 3/4" Turbo Jet Nozzle	<u>424.10</u>	<u>424.10</u>
18	Super Pass Alarms - SP1 - Grace	<u>93.00</u>	<u>1674.00</u>

Bid shall include delivery to location stated on Bid Notice.  
Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 11/24/95  
BIDDING ORGANIZATION STEVENS FIRE EQUIPMENT/NAFECO OF NC  
ADDRESS: P. O. BOX 1000 EAST UNION ST.  
CITY, STATE, ZIP CODE MORGANTON, NC 28655  
SIGNATURE OF BIDDERS REPRESENTATIVE *J. Stevens*  
TITLE OFFICE MANAGER  
DATE 11/24/95  
TELEPHONE 800-895-2802

BID SUPPLEMENTAL FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 West Main Street  
WALHALLA, SOUTH CAROLINA 29691

DATE 11/24/95

BID NO. 95-17

TOTAL FREIGHT CHARGES: NOT TO EXCEED \$200.00

ESTIMATED FREIGHT CHARGES BASED ON ALL ITEMS BID.

BID NO. 95-17  
 (Use this number on envelopes and all related correspondence)

**BID FORM**  
**OCONEE COUNTY PURCHASING DEPARTMENT**  
 201 WEST MAIN STREET  
 WALHALLA, S. C. 29691

The JACK L. SLAGLES FIRE COMPANY submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for fire fighting equipment for the Rural Fire Department

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
8	Globe/Janesville Astra Style coats-tan	\$ 282.00	\$ 2256.00
8	Globe/Janesville Astra Style Bib Pants	\$ 168.00ea	\$ 1344.00
1	Globe/Janesville Astra Style coat -black	\$ 282.00ea	\$ 282.00
1	Globe/Janesville Astra Style Bib Pants -black	\$ 168.00	\$ 168.00
2	Globe/Janesville trousers	\$ 145.00	\$ 290.00
3	Suspenders - reflective <i>GLOBE please Advise what style</i>	\$ 16.85	\$ 50.55
5	Servus non-insulated boots <i>alternate Bid</i>	\$ 55.00pr	\$ 275.00
17	Gloves - thermo leather <i>part GC16-423 Firefighter By seagle</i>	\$ 25.25pr	\$ 429.25
21	Lenzing Hoods <i>LLP8422ES</i>	\$ 14.35ea	\$ 301.35
11	Bullard Helmets <i>alternate Bid</i>	\$ 121.00ea	\$ 1331.00
1	Bunker Gear Bags	\$ 35.85	\$ 35.85
3	100' Sections 5" Hose <i>Flexline #14FM3</i>	\$ 542.00	\$ 1626.00
1	5" Flex Suction Hose - 10' sections <i>Koduck # P5051</i>	\$ 296.85	\$ 296.85
400	Foot - 1 3/4 Hose - 50' sections <i>NATIONAL 44AP30</i>	1.50FT	\$ 600.00
1	Salvage Cover <i>FT12X18R Fieldatank</i>	\$ 83.85	\$ 83.85
12	Scott Cylinders <i>Scott part # 804103-01</i>	\$ 447.00ea	\$ 5364.00
2	18" Supervac - 4 H.P. Engine <i>alternate bid</i>	\$ 1039.00	\$ 2078.00
1	Extenda A Gun w/Flange & Bracket <i>alternate bid</i>	\$ 269.00	\$ 269.00
8	Streamlights SL45	\$ 85.00ea	\$ 680.00
1	Halogen Floodlight w/4' poles	\$ 265.00	\$ 265.00
1	1 3/4" Turbo Jet Nozzle	\$ 429.00	\$ 429.00
18	Super Pass Alarms - SPI - Grace <i>alternate Bid.</i>	\$ 97.00ea	\$ 1746.00

*applicable*  
 Customer will pay tax because  
 of alternate bidding can't give  
 Accurate sales tax. R# 11/28/95



and shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: Bunker gear 105 DAYS After Receipt of Order  
Other items 30 DAYS "

BIDDING ORGANIZATION JACKL Slagles Fire Company

ADDRESS: P. O. BOX P. O. Box 2184

CITY, STATE, ZIP CODE Cayce SC 29171

SIGNATURE OF BIDDERS REPRESENTATIVE Ronald Humphries

TITLE Inside Sales Representative

DATE November 28, 1995

TELEPHONE 1-803-791-4555

BID SUPPLEMENTAL FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 West Main Street  
WALHALLA, SOUTH CAROLINA 29691

DATE 11/28/95

BID NO. 95-17

Item # 1 thru # Bidding GLOBE 82676-1 ON COATS GX-7 style  
Bidding GLOBE # 92676-1 ON TROUSERS GX-7 style  
602 NOMEY WITH NEOPRENE ON COTTON POLY MOISTURE  
BARRIER & NOMEY QUILTED LINER

Item # 5 Bidding GLOBE 20776-1 7,502 NOMEY TROUSERS  
Same moisture BARRIER and liner above

Item # 7 Bidding Blackdiamond / Kaufman Footwear 690-9000,

Item # 10 Bidding Cairns 660CR or 660R Phoenix Helmets JHed  
JHed

Item # 14 Bidding National 44AP8D <sup>16070</sup> Polyester Fire Hose Double Jacket  
1 3/4 with 1 1/2 cpl on st.

Item # 17 Bidding Tempest Controlled Firestream DD-1S-Handle-4

Item # 18 - Bidding Akron Upper Deck + mounting flange

Item # 22 Bidding Pal 3t <sup>part #</sup> LS-Pal III +

BID NO. 95-17

(Use this number on envelopes and all related correspondence)

**BID FORM**  
**OCONEE COUNTY PURCHASING DEPARTMENT**  
**201 WEST MAIN STREET**  
**WALHALLA, S. C. 29691**

The ADVANCED FIRE APPARATUS INC. submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for fire fighting equipment for the Rural Fire Department

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
8	Globe/Janesville Astra Style coats-tan	\$345.88	\$2,767.04
8	Globe/Janesville Astra Style Bib Parts	\$226.75	\$814.00
1	Globe/Janesville Astra Style coat -black	\$326.00	\$326.00
1	Globe/Janesville Astra Style Bib Parts -black	\$215.00	\$215.00
2	Globe/Janesville trousers	\$195.00	\$390.00
3	Suspenders - reflective	\$18.00	\$54.00
5	Servus non-insulated boots	\$57.00	\$285.00
17	Gloves - thermo leather	\$22.90	\$389.30
21	Lenzing Hoods	\$19.90	\$417.00
11	Bullard Helmets	no bid	
1	Bunker Gear Bags	\$29.00	\$29.00
3	100' Sections 5" Hose	\$516.00	\$1,548.00
1	5" Flex Suction Hose - 10' sections	\$278.00	\$278.00
400	Foot - 1 3/4 Hose - 50' sections	\$116.00	\$928.00
1	Salvage Cover	no bid	
12	Scott Cylinders	no bid	
2	18" Supervac - 4 H.P. Engine	\$1,235.00	\$1,235.00
1	Extenda A Gun w/Flange & Bracket	no bid	
8	Streamlights SL45	\$93.00	\$744.00
1	Halogen Floodlight w/4' poles	no bid	
1	1 3/4" Turbo Jet Nozzle	\$448.00	\$448.00
18	Super Pass Alarms - SP1 - Grace	no bid	

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: Turn out gear 120 days max (all other 14 day max) A.R.O.

BIDDING ORGANIZATION Advanced Fire Apparatus Inc.

ADDRESS: P. O. BOX P.O. Box 1609

CITY, STATE, ZIP CODE Canton, GA 30114

SIGNATURE OF BIDDERS REPRESENTATIVE Roger Bailey

TITLE President

DATE 11/28/95

TELEPHONE 770-345-2819

BID SUPPLEMENTAL FORM  
OCONEE COUNTY  
PURCHASING DEPARTMENT  
201 West Main Street  
WALHALLA, SOUTH CAROLINA 29691

DATE 11-28-1995

BID NO. 95-17

Globe turnout gear will be the GX-7 style as the Astra style has been discontinued.

Fire fighting boots will be LaCross SSF-500 in place of Servus boots.

Gloves will be American Fire Wear 7300 N.F.P.A. approved glove.

Hoods will be American Fire Wear 200-287E P-84 hoods.

Fire hose will be Firequip hydroflow.

5" suction hose will be Maxi-flex.

PPV will be a Ramfan GF-165 18" with a 5.5 Honda engine producing 20,000 cfm. Has a life-time warranty on blade and shroud.

Please see attached brochures.

# OCONEE COUNTY RURAL FIRE CONTROL

208 Booker Drive  
Walhalla, South Carolina 29691  
Telephone: (803) 638-4220

Frank Broach  
District 3

James McMahan  
District 2

Billy Lee



Dewitt D. Mize  
County Fire Marshall  
Home: 972-3989

Charles Chalmers  
District 1

Bobby Williams  
District 4

Harry Tollison  
District 5

*(Safety)*

## MEMORANDUM

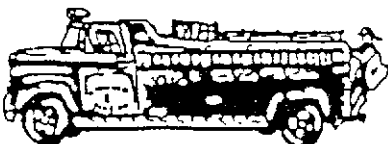
TO: Frances Burreli, Council Member  
FROM: Dewitt D. Mize, Fire Marshal *DDM*  
DATE: December 11, 1995

Rural Fire Commission would like to recommend Mr. Charles Chalmers to serve District 1 on the commission board. His appointment for present term expires after December 31, 1995.

Thank you for your consideration of this matter.

c/file

Mr. Charles Chalmers  
Supervisor Norman Crain



JOHN BARNES  
8 MARINA VIEW CIRCLE  
SALEM, SC 29676  
944-1967

## JOHN BARNES- A BRIEF BIOGRAPHY

Carleton Barnes from New Hampshire married Jo Domingos from Georgia, and their son John was born in 1931 in Washington, DC, where he grew up straddling the Mason-Dixon line in more ways than one.

He graduated from the University of Maryland with a BS in Chemistry, spent two years in the US Air Force as a photographic officer and then joined Eastman Kodak Company in Rochester, New York.

Starting out as a chemist in Kodak's research laboratory, he eventually became assistant director of photographic research, then moved into manufacturing where he worked on new product development. Eventually he was given a special management assignment to improve the process of innovation- to better enable the transfer of ideas from laboratory into production. That led to further assignments in organization development which resulted in a new form of corporate organization which would accelerate the process of innovation and increase its yield.

This new corporate organization took the form of a set of integrated business units, and he was appointed to lead one of these units to demonstrate its capability for earnings improvement.

John retired from Kodak in 1986 when he was manager of planning, responsible for industrial engineering, production planning, systems development and quality management.

While with Kodak John spent 4 years as chairman of the Monroe County Environmental Management Council, which developed a comprehensive long range plan for the county legislature. He also chaired the development of a long range plan for the Town of Mendon.

Since retiring and moving to South Carolina, John founded the Friends of Lake Keowee Society in 1992 and has served as its president during its initial period of organization and growth. As a consultant he has helped develop regional plans for the State of Maine, and business plans for clients in Maine, New York and Hong Kong.

He is a graduate of the Clemson Master Gardener program, a member of the Salem Lions Club, and is an active carpenter for Oconee Habitat for Humanity.

John and his wife, Robbie have 3 sons and 4 grandchildren.

Wednesday OCTOBER 25, 1995

## Just plain FOLKS keep lake clean

(Each week, Editor Dan Brannan visits an area business or industry to provide personal insight. If you would like Brannan to visit you, contact him at the Journal-Tribune or The Messenger at 882-2375.)

They say everyone needs a friend to lean on.

Praying Lake Keowee definitely has someone looking out for it in the Friends of Lake Keowee organization (FOLKS).

FOLKS is known for the annual sweep of Lake Keowee, which collects a considerable amount of trash.

The organization's purpose is to promote understanding, protection and comprehensive management of Lake Keowee and its watershed.

### Some misunderstandings

FOLKS president John Barnes said often people do not understand the wide impact the organization has on the area.

"If we don't keep Lake Keowee blue and clean, it will be like killing the goose that laid the golden egg," said Barnes.

Key objectives for FOLKS are to provide a forum for sharing of information and experiences on scientific, administrative, legal and financial aspects of lakes and watershed management.

In addition, the organization supports the development of local lake protection programs in accordance with appropriate management strategies and techniques and encourages the cooperation and interaction of organizations, agencies, units of local government, corporations, schools, universities, and individuals concerned with lake and watershed improvement and protection.

They also encourage development and enforcement of laws and legislation designed to protect Lake Keowee and its watershed and promote public awareness and educate citizens about what they can do to protect and preserve the quality of Lake Keowee and its watershed.

### Addressing issues

Barnes believes it is time for Oconee County to address zoning management, especially as the area continues to prosper.

"There is much more runoff from roads and septic systems," Barnes said. "We have to educate people in



Dave Kroeger, owner of Kroeger Barge Company Inc., serves on the Friends of Lake Keowee (FOLKS) Board of Directors. His company daily provides information for anyone interested in learning about FOLKS or speaking a way to become involved in the organization.

the community about taking care of the watershed as a whole."

FOLKS constantly looks at the assets and threats of the area surrounding the lake. FOLKS has grown a great deal over the past few years and has about 1,000 people involved.

FOLKS now is going to stop businesses and asking them to join.

FOLKS utilizes several tactics in determining the current quality of the water in Lake Keowee by monitoring various parameters such as water clarity, point source pollution permits, sources of non-point source pollution and aquatic life.

The organization also forecasts trends which may impact water quality in the future, such as the rate of development and the degree of erosion.

FOLKS is such a firm in the firm for the Golden Corner. The members of the organization join incredible time into preserving our wonderful Lake Keowee.

### Out & About In The Golden Corner



By Dan Brannan/Editor

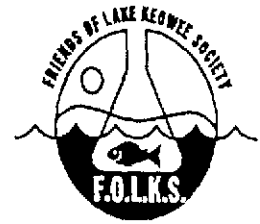
(D. Walhalla) concerning jet skis. Consistently, you can find the organization attending functions which relate to the lake's future.

If you live near the lake and aren't a member of the organization, I urge you to join.

FOLKS is certainly much more than an organization which puts on a sweep every year during September.



# Friends Of Lake Keowee Sentinel



OFFICIAL NEWSLETTER OF THE FRIENDS OF LAKE KEOWEE SOCIETY - OCT/NOV. 1995 - VOL. 6

SENTINEL

PAGE 2

OCT/NOV 1995

## WHOOOPS! AGAIN -

The old adage about lightning not striking twice in the same place has been proven wrong many times. And now, my promise that what happened with the last issue would not happen again, has also been proven wrong. In September we ran into a last minute problem which necessitated that your Editor publish by using a word processor rather than the desk-top capability that we normally use to publish the Sentinel. We ran into a different, but similar, problem this time - with the same result. Part of my promise will be kept - this issue will be bigger. Unfortunately, it probably does not look better. I won't make any new promises for the next time, as I recently heard of a case of lightning striking the same place three times.

YOUR EDITOR

## PRESIDENT'S MESSAGE BY JOHN BARNES

This Summer, in the Finger Lakes Region of western New York State, we found that we had to use bottled water for the first time in the 25 years we have been vacationing there. Why? Because the Lake Association reported that bacteria counts rose drastically over the past year. Using help from Cornell University, they determined that the cause was failed residential septic systems. But, why such a sudden collapse?

Like Lake Keowee, the Finger Lakes have steep slopes with clay soil that is not very permeable. Most septic systems have been in place for 20 years, or longer, and the leach fields appear to have become saturated. The design criteria used in New York have been more stringent than those used by DHEC in South Carolina. But, even these criteria were never intended to be used on steep slopes, nor on land adjacent to lakes and streams.

Exacerbating the situation is the fact that many of the systems, which have failed, have not been properly maintained. As the lakes became fully developed, the opportunity to replace the failed systems became very limited since there is no more available land upon which to place them.

The idea behind septic systems is that the leachate will "percolate" down through the soil, and in the process, impurities will be filtered out as the effluent returns to the groundwater. But, what if the field is on a 15 degree slope? And, what if bedrock is reached before groundwater is found? In such cases, pollutants slowly find their way downhill until they reach the nearest stream or lake.

Could this happen in Lake Keowee? The Health Department in N.Y. State was quite confident that regulations were protecting water quality, even though they could provide no scientific evidence to that effect. Now, they are faced with the problem of inspecting and repairing thousands of septic systems, with no promise that such repairs will have lasting impact. The cost of installing perimeter sewers, in communities that are already developed, is awesome. It's a good thing that it won't happen here, especially since so many people depend upon Lake Keowee as a source of drinking water. But, who can assure us that the septic systems now being installed won't become a source of pollution in 20-30 years?

*"Never doubt that a small group of thoughtfully committed citizens can change the world; indeed it's the only thing that ever has." --- Margaret Mead.*

**KEOWEE LAKE LEVEL DOWN** - - Duke Power has lowered the lake level in order to spray the nuisance weed HYDRILLA found growing in the Cane Creek area. This is a timely and necessary response. The maximum drawdown will be 7 feet below full pond.

YOUR MEMBERSHIP EXPIRATION DATE IS PRINTED IN THE UPPER RIGHT CORNER OF YOUR ADDRESS LABEL.  
EARLY RENEWALS ARE WELCOMED AND REDUCE OUR MAILING COSTS. USE THE FORM ON BACK COVER